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ABSTRACT

Articles of this agreement cover: definitions and construction, recognition of the council, nondiscrimination, salary, fringe benefits, leaves of absence, faculty workload, working conditions, calendars and schedules, departmental governance, college governance, campus governance, university commission and financial exigency, security of employment, and association privileges. (MJM)

agreement

between Fairleigh Dickinson University and Fairleigh Dickinson University Council of American Association of University Professors Chapters. September 1, 1974 - August 31, 1976

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PREAMBLE

The purpose of this Agreement is to provide the parties with a collective bargaining agreement which seeks to maintain a program of quality education

by setting forth specific procedures which the parties believe provide for effective faculty participation in certain decisions affecting the welfare of Fairleigh Dickinson University;

by assuring fair and reasonable compensation and conditions of employment as set forth in this Agreement; and

by providing techniques and procedures for the peaceful adjustment of disputes, should they arise.

To this end, the parties have, through their respective representatives, negotiated this Agreement as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1 "UNIVERSITY": Fairleigh Dickinson University, a private and independent institution of higher education located principally within the State of New Jersey.

1.2 "COUNCIL" or "AAUP": The Fairleigh Dickinson University Council of American Association of University Professors Chapters.

1.3 "ADMINISTRATION": The President, Vice Presidents, and such other administrative officers as may be appointed by the Board of Trustees, by the President, or, by delegation of the President, by the Vice Presidents.

1.4 "MEMBERS OF THE BARGAINING UNIT": The full-time faculty as set forth more fully in Sections 2.2 and 2.3 of this Agreement, hereinafter variously referred to as "members."

1.5 "BARGAINING UNIT": Unit of faculty as described in Sections 2.2 and 2.3 of this Agreement.

1.6 DIGITAL REFERENCE: Whenever reference is made to a section with two digits, that reference shall include the subsections thereunder which contain three digits, e.g. reference to Section 4.2 shall include material under 4.2 and under subsections 4.21 through 4.26).

1.7 GENDER AND NUMBER: The masculine shall include the feminine and the singular shall include the plural where the context so permits or requires.

ARTICLE 2

RECOGNITION OF COUNCIL

2.1 Fairleigh Dickinson University hereby recognizes for the term of this Agreement the Fairleigh Dickinson University Council of American Association of University Professors Chapters as the exclusive collective bargaining representative of all full-time faculty members in the unit described below, for the purpose of collective bargaining with respect to terms and conditions of employment.

2.2 The unit covered by this Agreement, as defined in the "Certification of Representative" issued by the National Labor Relations Board on April 9, 1974, in cases No. 22-RC-5310 and 22-RC-5314, consists of:

> "All full time faculty members employed by the Employer at its New Jersey campuses including the faculty of Edward Williams College located at the Teaneck Campus, professors emeriti, and adjunct professors, but excluding part time faculty members, visiting professors, all officers and officials primarily engaged in administrative functions, librarians, laboratory personnel exclusively engaged in laboratory work, all supervisors as defined in the Act including department chairmen, guards and all other employees."

2.3 Notwithstanding the provisions of Section 2.2 above, the unit covered by this Agreement shall include individuals in "Retired" ranks, as defined in Section 8.21, who are teaching full-time.

ARTICLE 3

NON-DISCRIMINATION

Both parties agree, to the extent they have any responsibility or authority, that no applicant for employment for a position within the bargaining unit, or member of the bargaining unit shall, with respect to any terms or conditions of employment, be discriminated against by reason of race, creed, color, national origin, sex, marital status, or, to the extent not otherwise inconsistent with the other terms, conditions, or responsibilities of this agreement, membership or non-membership in any labor organization (including the AAUP) or any lawful political affiliation. The parties further agree that neither will discriminate on the basis of age, except to the extent that retirement shall be mandatory at the age specified elsewhere in this Agreement. Further, the parties agree to comply with the affirmative requirements of Presidential Executive Order 11246.

ARTICLE 4

SALARY

4.1 Base Salaries for 1974-75.

4.11 Effective September 1, 1974, the base salaries of all members of the bargaining unit who were full-time faculty members at the University in the 1973-74 academic year (prior to July 1, 1974) shall be increased pursuant to the following schedule:

1974-75 Rank	Increase
Professor	$1,750
Associate Professor	1,600
Assistant Professor	1,450
Instructor	1,300

4.12 The first three of the foregoing amounts shall also apply to Emeritus and Adjunct Professors, Emeritus and Adjunct Associate Professors, and Emeritus and Adjunct Assistant Professors, respectively, who are full time.

4.13 Increases for the faculty of Edward Williams College shall be initially paid at the "Instructor" rate of $1300 until ranks have been established for these members (see Section 8.27). Any additional increases to which these members will be enticled, retroactively to September 1, 1974, as a result of their being ranked shall be paid in full within thirty (30) days after the ranking procedure described in Section 8.27 is completed.

4.14 Members whose full-time employment at the University commenced between July 1, 1974 and December 31, 1974 shall receive increases in their base salaries in accordance with the following schedule:

Rank	Increase
Professor	$470
Associate Professor	420
Assistant Professor	370
Instructor	320

4.15 Members who are on a twelve-month appointment shall receive increases in their base salaries equal to 120% of the amounts to which they would be entitled under the provisions of Sections 4.11, 4.12 and 4.14.

4.16 Promotion Increments. Members of the bargaining unit promoted to a new rank as of September 1, 1974 (except for members of the Edward Williams College faculty ranked in accordance with the procedures of Section 8.27) shall receive additional increases in their base salaries in accordance with the following schedule:

Promotion to	Increase
Professor	$500
Associate Professor	400
Assistant Professor	300

4.17 Payments of the increases described in Sections 4.11 through 4.16 shall be made in the following manner for the 1974-75 academic year:

The portion of each increase due from September 1, 1974 through March, 1975 shall be paid in full no later than March 22, 1975. The remainder shall be payable in equal installments over the remaining 1974-75 pay periods, beginning with the month of April, 1975.

4.18 The difference between the total cost of all 1974-75 salary increases for members of the bargaining unit, as described in Sections 4.11 through 4.16, and the sum of $690,930 shall constitute an Equalization Fund for additional increases in 1974-75 base salaries. This Fund shall be distributed in accordance with the provisions of Section 4.6.

4.2 Base Salaries for 1975-76.

4.21 Effective September 1, 1975, the base salaries of all members of the bargaining unit who were full-time faculty members at the University in the 1974-75 academic year (prior to July 1, 1975) shall be increased pursuant to the following schedule:

1975-76 Rank	Increase
Professor	$1,350
Associate Professor	1,200
Assistant Professor	1,050
Instructor	900

4.22 The first three of the foregoing amounts shall also apply to the full-time ranks of Emeritus and Adjunct Professor, Emeritus and Adjunct Associate Professor, and Emeritus and Adjunct Assistant Professor, respectively, and to the corresponding "Retired" ranks.

4.23 Members of the bargaining unit who are on a twelve-month appointment shall receive increases equal to 120% of the amounts to which they would be entitled under the provisions of Section 4.21.

4.24 Promotion Increments. Members of the bargaining unit promoted to a new rank as of September 1, 1975 shall receive additional increases in their base salaries in accordance with the following schedule:

Promotion to	Increase
Professor	$500
Associate Professor	400
Assistant Professor	300

4.25 There shall be an Equalization Fund of $20,000 for additional increases in the base salaries of members of the bargaining unit effective September 1, 1975. This Fund shall be distributed in accordance with the provisions of Section 4.6.

4.26 On or before August 15, 1975, the Administration and the AAUP jointly shall calculate the total two-year cost of the salary increases paid and payable to members of the bargaining unit under the provisions of Sections 4.11 through 4.25 above. Such total cost shall be subtracted from the sum of $1,964,223 and the balance shall be made available for additional increases in the base salaries of members of the bargaining unit effective September 1, 1975. The total sum made available under this provision shall be divided equally among those 1975-76 members of the bargaining unit who were full-time faculty members at the University

during the 1974-75 academic year (prior to July 1, 1975). The amount payable to each member as a result of this calculation shall be paid in one payment no later than September 15, 1975. This amount shall be considered part of the member's 1975-76 base salary.

4.3 Summer and Intersession Salaries. Members of the bargaining unit who teach in the Summer Session or the Intersession shall be compensated for such teaching at the rate of $250 per semester contact hour for undergraduate courses and $290 per semester contact hour for graduate courses. This provision shall become effective with the first 1975 Summer Session (also see Section 7.43).

4.4 Overload Salaries. Members of the bargaining unit who teach overload under the provisions of Section 7.3 shall be compensated for such teaching at the rate of $13.20 per contact hour for undergraduate courses and $16.50 per contact hour for graduate courses.

4.5 Other Compensation. Other compensation items may be found in Article 7 (7.41 Supplementary Load, 7.44 Compensation for Unusual Services, and 7.5 College Advising).

4.6 Distribution of Equalization Funds.

4.61 Within thirty (30) days of execution of this Agreement, the parties shall appoint an Equalization Committee consisting of six (6) individuals, three (3) appointed by the AAUP and three (3) by the Administration. The Committee shall

(a) establish rank minima: and

(b) identify inequities in base salaries of members of the bargaining unit and use the amounts available under Section 4.18 and Section 4.25 to rectify, to the degree possible, the most serious of such inequities. As part of this process, salaries below the minima established by the Committee shall be adjusted to meet such minima.

4.62 In its deliberations, the Committee shall be guided, among other considerations, by the principle that inequities involving individuals near retirement should receive priority consideration.

4.63 The Committee's work with respect to funds available under Section 4.18 shall be completed no later than May 30, 1975. The distribution of funds available under Section 4.25 shall be completed no later than September 1, 1975.

4.64 The amounts awarded to individuals from the funds available under Section 4.18 shall become part of such individuals' 1974-75 base salaries. Each such amount shall be paid to the affected individual in full no later than thirty (30) days after the Committee's report is completed. The amounts awarded to individuals from funds available under Section 4.25 shall become part of the individuals' 1975-76 base salaries.

4.65 The Committee shall submit its conclusions to the parties in the form of a written report. A summary of such report, agreed by the parties to this Agreement, shall be incorporated in this Agreement.

ARTICLE 5

FRINGE BENEFITS

5.1 Pension and Retirement.

5.11 The parties agree to continue negotiations toward development of a new comprehensive pension program which shall not increase the University's total contribution to pension or retirement plans, expressed as an aggregate percentage of the total base salary of the bargaining unit.

Pending agreement on a new program, the program in effect during 1974 shall be maintained.

5.12 Subject to the allocation of Appendix A, the University shall provide the sum of $40,000, effective September 1, 1975, to be used to augment the retirement benefits (if any) of bargaining unit members whose retirement is imminent. The specific allocation and distribution of these funds shall be determined jointly no later than June 30, 1975.

5.2 Insured Benefits. The University shall provide the following insured benefits to all eligible members and their dependents under the terms and conditions of the appropriate insurance contracts.

5.21 Blue Cross, Blue Shield, Rider J ("120 Day Comprehensive"). The University shall bear the cost for enrolled members at the rate of 100% of member coverage and 50% of dependent coverage, if the latter is elected by the member. If dependent coverage is elected, the member shall bear the cost of the remaining 50% of the premium for such coverage. Eligibility commences on the first day of the month following thirty (30) days of employment.

5.22 Prudential Major Medical Plan (As instituted July 1, 1974). The University shall bear the cost for enrolled members at the rate of 100% of member coverage and 50% of dependent coverage, if the latter is elected by the member. If dependent coverage is elected, the

member shall bear the cost of the remaining 50% of the premium for such coverage. Eligibility commences on the first day of the month following thirty (30) days of employment. The following provisions are included:

(a) Deductible Amount for a Benefit Year: $100 for each insured individual per benefit year; but when any two members of a covered family unit (a member and his qualified dependents) have satisfied the deductibles applicable to them for a benefit year, each other qualified family member will thereafter be considered as having satisfied his deductible for that benefit year. If two or more members of a covered family unit sustain injuries in the same accident, then only for the purpose of determining benefits on account of such injuries, eligible charges incurred in connection with such injuries will, in each benefit year, be used collectively toward the satisfaction of a single deductible applicable to all such covered individuals for the benefit year.

(b) The term "Physician" shall include duly licensed osteopaths, podiatrists, ophthalmologists, and professional psychologists who are duly qualified as such by a recognized psychological association or state board. Optometrists are also included, but only to the extent of providing such procedures as eye therapy and exercises to correct crossed eyes.

(c) Eligible charges for all eligible children commence at birth.

(d) The term "illness" shall also include injury due to accident.

(e) Eligible charges shall include:

(1) Treatment of allergies, including cost of allergins.

(2) Use of artificial kidney, heart-lung machine, and similar devices.

(3) Charges for transportation by professional ambulance service, railroad, or regularly scheduled flights of a commercial aircraft from the place where the illness is contracted or injury sustained to a hospital equipped to furnish special treatment incident to such illness or injury.

(4) Eligible charges for illness or injury existing three (3) months prior to July 1, 1974, provided the individual was insured under the previous TIAA major medical plan at the University and such charges were not submitted for claim benefits to TIAA.

(5) Charges for convalescent nursing home confinement recommended by a member's physician provided by a licensed institution primarily engaged in providing skilled nursing care or rehabilitation services which provides twenty-four- (24-) hour nursing service and has at least one registered nurse employed full-time. Such charges shall be eligible charges provided they are incurred by an insured individual during the first 100 days of continuous confinement, provided that such confinement commences within fourteen (14) days immediately following the termination of a confinement of at least three (3) consecutive days in a hospital. Successive confinements in such an institution will be considered a continuous confinement if they are separated by fourteen (14) days or less.

(6) Visiting nurse charges are covered providing that they are prescribed by a physician and that they are for either registered nurses or licensed practical nurses, other than a close relative. Home health aides are specifically excluded.

(7) Complications resulting from childbirth, abortion, or miscarriage, where such charges are not covered by the base Blue Cross/Blue Shield, Rider J Plan.

(f) If a person ceases to be a covered individual, his coverage will be extended as follows:

If at the date of termination of a member's or dependent's insurance the individual is disabled by sickness or injury so as to be unable to perform the normal duties of employment, or a dependent is confined to a hospital for sickness or injury, then benefits shall be payable as if the insurance had not been terminated, for eligible charges solely incurred for such sickness or injury, but not beyond the end of the benefit year next following that in which the cessation occurs.

(g) Effective at the earliest practicable date, the following eligible charge provisions shall be added to the Prudential major medical plan:

(1) Annual Physical: Covers expenses including tests and cost of the examination for each enrolled member incurred with respect to one (1) annual physical per plan benefit year. Does not cover dependents.

(2) Well Baby Care: Covers doctors' (pediatricians) visits from birth to age one, in and out of hospital /up to twelve (12) in one (1) benefit year/ These charges will be provided on an inception basis (future maternities).

(3) Immunizations: Covers typhoid, tetanus, flu, smallpox, and polio shots for the cost of the vaccine only.

(h) Effective September 1, 1975, the University shall amend the Prudential major medical plan to provide for a $50 deductible per enrolled individual, with a maximum deductible of $150 per family. Such amended plan shall include all the eligible charges listed in this section.

5.23 Prudential Non-contributory Life Insurance Plan. The University shall bear the premium for an enrolled member's coverage for an amount of life insurance equal to one times (1x) the member's base annual salary[1] adjusted to the next higher multiple of $500, if not already a multiple therof.[2]

If, on August 31, 1972, an enrolled member was insured under the then existing plan for an amount of non-contributory insurance which was greater than the amount for which the member was eligible on September 1, 1972, the member shall retain such higher amount of non-contributory insurance until such amount decreases in accordance with a schedule provided for in the contract held by the previous carrier and such amount equals the member's base annual salary.

Eligibility commences on the day a member begins full-time employment at the University.

5.24 Contributory Life Insurance Plan. Enrolled members may elect coverage for an additional amount of life insurance equal to one times (1x) the member's base annual salary[3] adjusted to the next higher multiple of $500, if not already a multiple thereof[4], with such member bearing the premium cost for such coverage.

Eligibility commences on the day a member begins full-time employment at the University.

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[1]Base annual salary represents salary exclusive of overtime and other forms of additional pay.

[2]The amount of life insurance for enrolled members age 65 and over shall be 50% of the amounts determined above.

[3]Base annual salary represents salary exclusive of overtime and other forms of additional pay.

[4]The amount of life insurance available for enrolled members age 65 and over shall be 50% of the amounts determined above. Contributions are adjusted accordingly.

5.25 TIAA/CREF Long-term Disability Insurance. Long-term disability insurance shall continue to be available in its present form and amounts. The University shall bear three-quarters (3/4) of the premium cost for enrolled members, with the balance paid by the member. For participating members with eight (8) or more years of continuous full-time service, the University shall bear the entire cost.

Effective at the earliest practicable date, eligibility for participation shall commence on the thirty-first day following a member's full-time appointment to the University.

5.3 Tuition Grants.

5.31 The University shall continue its present practices for providing tuition grants to members and their eligible dependents.

5.32 If a full-time member on continuing contract with five (5) or more years of full-time service retires or dies while under contract, his dependent children*, for whose education he would have been responsible at the time of his death or retirement, shall be granted the same tuition grant privileges as are now extended to dependent children of full-time faculty members covered by this Agreement.

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* Children in this context means natural or blood children, stepchildren, and legally adopted children who qualify as dependents under Internal Revenue Service regulations, and coverage shall be extended so long as they continue to be dependent children under these regulations.

ARTICLE 6

LEAVES OF ABSENCE

6.1 Sabbatical Leaves. The purpose of a sabbatical leave is to increase the effectiveness of the member to the University and to afford the member opportunity for professional development.

6.11 A member of the bargaining unit and a Department Chairperson in his capacity as a faculty member shall be eligible for a sabbatical leave beginning in his seventh year of continuous full-time service at the University and every seventh year thereafter.

6.12 A faculty member shall not be granted a sabbatical leave during a terminal or retirement contract.

6.13 For members on an academic year appointment, a sabbatical leave may be for one semester at full salary or for two semesters at half salary, at the member's option. For members on a twelve-month appointment, the sabbatical leave may be for six months at full salary or one year at half salary, at the member's option.

6.14 The quota of sabbatical leaves in each college each year shall be equal to one-seventh (1/7) of the number of tenured full-time faculty members (including Department Chairpersons) within that college, but shall in no case be less than one. Where the number of tenured faculty (including Chairpersons) divided by seven results in a remainder of more than one half, it shall be counted as another leave slot. Sabbaticals beyond the quota may be available to faculty members through the following options:

(a) Full year sabbaticals at half pay shall not be counted in the above quota.

(b) Half year sabbaticals at full pay shall be granted without being counted in the basic quota, provided that the member's department certifies that the sabbatical can be taken without any additional cost being incurred by the University.

(c) If the quota of sabbaticals in any college is not filled, the unused number shall be added to the pool of available sabbaticals in the other colleges by the Vice President for Academic Affairs.

6.15 The process of approval of sabbatical leaves shall continue according to present policies and as set forth in Articles 10 and 11.

(a) The application for a sabbatical leave shall be accompanied by a statement of the applicant's plans for the leave.

(b) Granting of sabbatical leaves shall be made in a manner which minimizes the dislocation to the member's department.

(c) No member shall receive more than one (1) sabbatical leave within any given six (6) year period, except at the discretion of the Vice President for Academic Affairs.

6.16 A faculty member on sabbatical leave shall not use the sabbatical leave to increase his income substantially, other than accepting stipends to defray costs of research and travel.

6.17 A report on the activities of the faculty member during the leave shall be submitted to the Department Chairperson and to the colleagues in his discipline no later than the end of the first semester following his return. A copy shall be placed in the member's personnel file and a copy forwarded to his College Dean.

6.18 Once a sabbatical leave is granted, a faculty member may waive it, but may not delay it beyond the academic year for which it is granted. Under such circumstances another application must be made.

6.19 The member obligates himself to remain in the employ of the University for a period equal to that of the sabbatical leave, after completion of such leave.

6.2 Other Leaves With Pay. A leave of absence with pay is a leave during which a member is not required to perform his regular University duties, but during which he receives all or part of his normal compensation.

6.21 Medical Leaves.

(a) A member who is unable to work because of illness or disablement for one or two days must notify his Department Chairperson (or equivalent) at once of the reason for his absence and its estimated duration. It is expected that, as a matter of professional courtesy, faculty colleagues will substitute for the absent member in his teaching assignments without receiving additional compensation, and in this regard the Department Chairperson shall make every effort to arrange for such substitutes. Where this is not possible, the member will be expected to make up any missed classes as soon as possible upon his return to work. It is expected that the faculty member will exercise the benefit described in this section with discretion in order that there be no dislocation to the academic program or inconvenience to his students and faculty colleagues.

(b) A member who is unable to work for more than one (1) week because of illness or disablement shall be granted a leave of absence in accordance with the following procedures:

(1) The member is expected to notify or cause the Department Chairperson (or equivalent) to be notified of the member's illness or disablement as promptly as possible and to provide the Department Chairperson (or equivalent) with a physician's certificate indicating the date of inception, nature, and estimated duration of the illness or disability within two (2) weeks. This period may be extended in emergency or unusual situations at the discretion of the Vice President for Academic Affairs (or his designee). When a faculty member knows in advance of an expected absence due to temporary

disablement, the member shall notify his Department Chairperson (or equivalent) of this fact at once and may continue to work provided he is physically able to perform his duties adequately and safely.

(2) Upon receiving the physician's certificate, the Department Chairperson (or equivalent) shall transmit the certificate to the Vice President for Academic Affairs (or his designee) through the College Dean for leave approval.

(3) The leave shall be approved by the Vice President for Academic Affairs (or his designee) and shall take effect one (1) week after the date of inception of the illness or disability and shall extend for the duration of the disability as attested by the member's physician or six (6) months, whichever is shorter. The office of the Vice President for Academic Affairs shall provide the member with a summary of his medical leave benefits pursuant to this Agreement.

(c) The member shall receive an amount equal to the difference between the temporary disability insurance payments to which the member is entitled and the member's full or partial salary pursuant to the schedule set forth below for a cumulative period not to exceed the following limits in any one (1) academic year:

(1) One month's full salary for a member in his first year of service at the University;

(2) Two months' full salary for a member in his second year or more years of service at the University.

Members in their second or more years of continuous service at the University shall be entitled to receive 60% of their base salary for an additional period of leave of up to four (4) months in each

academic year. Should a leave of a member in category (2) above begin in one academic year and extend into the succeeding academic year, the member shall continue to be paid in the second academic year to the extent of his remaining entitlement under the foregoing formula. Such formula shall not be reapplied for the same illness or disability until the member has resumed his normal full-time duties for a period of thirty (30) consecutive days.

(d) Upon submission of medical evidence of need to the member's Department Chairperson, a medical leave shall be extended without pay for an additional period of up to one (1) year.

(e) During an unpaid medical leave of absence, the University shall continue to pay its required premiums for the insured benefits elected by the member. It shall also pay the member's required premiums for dependent coverage if such coverage was in force prior to the medical leave.

(f) Upon return from leave, the member shall submit to his Department Chairperson a physician's statement certifying that the member has recovered and can resume his normal duties without restriction. The University may, at its option, refer the member to a mutually acceptable physician for an examination prior to the member's resumption of his duties. The findings of such physician with regard to the member's ability to return to work shall be conclusive.

(g) In the event a member continues to be disabled after being on medical leave for eighteen (18) months, the University's obligation under Paragraph (e) above shall cease. Such member shall be deemed to be either on "indefinite medical leave with recall rights" or on "indefinite medical leave."

The status of being on "indefinite medical leave with recall rights" shall apply to tenured members

who are medically disabled and who have exhausted medical leave privileges. Such members shall have the right of reinstatement to full-time status with their last rank and tenure, provided an authorized vacancy exists in their department and they comply with Paragraph (f) above. The status of being on "indefinite medical leave" shall apply to non-tenured members who are medically disabled and who have exhausted medical leave privileges. Such members may be reinstated at their last rank if such reinstatement is recommended through the appropriate procedures outlined in Section 10.2 of this Agreement and they comply with Paragraph (f) above.

(h) Medical leave in excess of six (6) months shall not be counted toward the probationary period for tenure.

(i) The provisions of this section shall apply in all respects to a member's temporary illness or disablement caused or contributed to by pregnancy, childbirth, and/or recovery therefrom.

6.22 Maternity Leaves of Absence. In cases where no temporary illness or disablement is caused or contributed to by reason of childbirth, maternity leave with pay, in accordance with this section, shall be granted for a reasonable period of time, not to exceed one (1) month following the birth of a child.

6.23 Personal Emergencies.

(a) A member who, as a result of a personal emergency, is unable to work for one or two days must notify his Department Chairperson at once of the reason for his absence and its estimated duration. It is expected that, as a matter of professional courtesy, faculty colleagues will substitute for the affected member in his teaching assignments without receiving additional compensation. The Department Chairperson shall make every effort to arrange for such substitutes. Where this is not possible, the member will be expected to make up

any missed classes as soon as possible upon his return to work. It is expected that the faculty member will exercise the benefit described in this section with discretion in order that there be no dislocation to the academic program or inconvenience to his students and faculty colleagues.

(b) A member who, as a result of a personal emergency, is unable to work for more than one (1) week may be granted a leave with full compensation for the duration of the emergency or one (1) month, whichever is shorter. Such leave may be granted at the sole discretion of the Vice President for Academic Affairs (or his designee) upon the recommendation of the member's Department Chairperson and College Dean.

6.24 Jury Duty. A member who must be absent from his regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his regular University compensation and the amount he receives for serving. The University shall continue payment of premiums for insured benefits and pension contributions based upon the member's full salary. The faculty member shall make every effort to fulfill his jury duty obligation at such time as not to interfere with his teaching responsibilities.

6.25 Short-Term Professional Leaves. A short-term professional leave of absence with full pay for a cumulative period up to one (1) month for outside professional activities related to University responsibilities may be approved at the sole discretion of the Vice President for Academic Affairs (or his designee) upon the recommendation of the member's Department Chairperson, Department Policy Committee, and College Dean.

6.3 Unpaid Leaves of Absence.

6.31 Unpaid leaves of absence shall fall into two categories:

(a) Scholarly Leaves;
(b) Personal Leaves.

A scholarly leave may be granted only on the basis of evidence that the activity to be undertaken during such leave will significantly enhance the professional and scholarly qualifications of the member. Scholarly leaves may not be granted for the purpose of pursuing graduate studies leading to a terminal degree in the member's primary discipline.

A personal leave is a leave which is not a scholarly leave and which is granted for matters of a non-medical nature of such significance as to warrant a member's absence from his faculty responsibility.

6.32 Eligibility. To be eligible for a scholarly or personal leave without pay, a member must have completed two (2) years of continuous full-time service at the University. This eligibility requirement may be waived at the discretion of the Vice President for Academic Affairs (or his designee).

6.33 Application for Leave. Such scholarly or personal leaves require the recommendation of the member's department and College Dean and the approval of the Vice President for Academic Affairs (or his designee). Applications shall be filed not later than March 1 or November 1, preceding the semester in which the leave is to be taken. These dates may be waived under emergency or unusual situations at the discretion of the Vice President for Academic Affairs (or his designee). Applications for leave shall include the following information: (a) the purpose of the leave; (b) the duration of the requested leave; and (c), in the case of a request for scholarly leave, evidence that the activity to be undertaken during the leave will significantly enhance the professional and scholarly qualifications of the member.

6.34 Those reviewing the application for personal and scholarly leave shall base their review on:

(a) whether the granting of the requested leave will have a seriously adverse effect upon the department; and

(b) in the case of a scholarly leave, whether the purpose of the leave is sufficiently scholarly to qualify it as a scholarly leave as described in Section [redacted]

The College Dean shall transmit the departmental recommendation, together with his own recommendation, in the matter, to the Vice President for Academic Affairs (or his designee). The Vice President (or his designee) shall grant the requested leave unless he concludes, on the basis of the recommendations received, that the granting of the leave will have a serious adverse affect on the department.

6.35 Scholarly or personal leaves shall normally be for periods not to exceed one (1) semester. Under exceptional circumstances, such leave may be extended for up to an additional one and one half (1½) years. Application for such extension must be made at least sixty (60) days before termination of the original leave and shall be processed in accordance with the provisions of Sections 6.33 and 6.34. Failure to return to employment upon termination of such extended leave shall constitute voluntary termination of employment at the University.

6.36 During an approved personal leave, a member may exercise the option of continuing all insured benefits normally provided him by the University by paying all of the required premiums for such benefits. A member wishing to exercise this option must notify the office of the Vice President for Academic Affairs of this fact and must make monthly payments for the cost of the required premiums by check payable to Fairleigh Dickinson University and forward to Fringe Benefits Department, Rutherford Campus. It is understood that failure to make such payments on a regular basis will result in loss of such benefits. During an approved scholarly leave, the University shall continue to pay its required premiums for the insured benefits elected by the member and the member shall be required to pay his required premiums for dependent coverage. Such payments shall be made as described herein above. It is understood that the University's obligation to make its

required premium payments is limited to the member's elected coverage to the extent that equivalent coverage is not received elsewhere by the member during his leave.

6.4 Salary Increases and Return from Leave.

6.41 The base salary of a member on leave under any of the provisions of this Article, except those on "indefinite medical leave," on "indefinite medical leave with recall rights," and on "personal leave" of more than one (1) semester, shall be augmented by all general increases which he would have received had he not been on leave.

6.42 Upon return from any leave described in this Article, the member shall resume his position with all rights and benefits restored.

ARTICLE 7

FACULTY WORKLOAD

7.1 Academic Load. While the "teaching load" of a faculty member may be described in terms of the hours assigned in the classroom, laboratory, clinic, and studio, the parties recognize that the workload of a faculty member is more aptly described by the term "academic load," which embraces a much broader range of activities, including formal and informal instruction, tutorials, advisement and counselling of students, original research, preparation of new courses, and service in the various agencies of governance.

7.11 Teaching Load. The basic teaching load per semester for members of the bargaining unit shall be twelve (12) credit hours or thirteen (13) contact hours per semester, the latter applying to a teaching schedule containing laboratory or similar assignments in which the number of contact hours in a given course exceeds the number of credits assigned to that course. Practices with respect to teaching load in those units of the University which presently have teaching loads derived on a basis different from that stated above shall continue as at present, e.g. School of Dentistry, and Doctor of Education program. Load practices with respect to studios, physical education, and coaching shall continue as at present. A contact hour shall be defined as fifty (50) minutes of instructional activity.

7.12 Class Size and Scheduling. The University and the AAUP concur that excessive class sizes should be avoided, consistent with the role of the University as a center for excellence in teaching. The University and the AAUP concur further that the objective of effecting needed economies is not inimical to the preservation of an atmosphere conducive to effective teaching.

In the determination of minimum and maximum class sizes and in the scheduling of courses, the following factors should be taken into account by the faculty and the Administration:

(a) The educational format of the course, and the relationship between course format and minimum and maximum numbers of students.

(b) The possibility that the number of students can be increased through changing the course format, as from a recitation course to a lecture course.

(c) The commitment to the students to offer a reasonable number of electives pursuant to their curriculum and to offer the courses required of the curriculum with sufficient frequency to assure completion of graduation requirements within the prescribed period.

(d) The possibility of offering courses on an annual basis where they have been offered on a semester basis, and the possibility of offering courses on a biennial basis where they have been offered annually.

(e) The recognition that financial viability requires a reasonable relationship between the number of credit hours of enrollment within a department or college and the number of course sections offered by that unit.

7.13 Maximum and minimum enrollments for each course offered by a department or equivalent unit shall be determined as follows:

(a) The College Planning Committee shall develop a plan for course enrollment which takes into account academic and programmatic needs, existing and projected enrollment patterns, staffing patterns, and the need for operating efficiency. In tri-campus colleges, consideration shall be given to campus differences.

(b) In submitting its course requests to the College Dean for the forthcoming academic semester, each department shall take into account the college plan cited above, balancing section sizes, reducing course offerings where appropriate, and alternating the offering of low enrollment courses in such a way as to remain within the ranges established by the

College Planning Committee, as approved by the College Dean.

(c) The plan developed by the College Planning Committee shall be submitted to the College Dean. If, in the judgment of the Dean, changes are required, he shall submit his recommendations for such changes to the Committee. Upon final approval by the College Dean of an acceptable plan, recommendations made by the department shall usually be accepted by the Dean, provided that they are within the plan.

(d) If the College Dean does not agree with any such recommendation, he shall confer with the Department Policy Committee (DPC). If the College Dean is still in disagreement with the recommendation of the DPC, he shall indicate his reasons in writing, making a final determination.

(e) If during the registration process, the Department Chairperson (in consultation with the DPC, as members may be available) wishes to exceed the maximum enrollment limit in a specific course, he may do so at departmental discretion. If during the registration process, he wishes to alter the minimum enrollment in a course, he may appeal to the College Dean, stating his reasons for the change. The College Dean shall make a determination.

(f) If actual registration exceeds the established maximum limit significantly, the Department Chairperson may, with the approval of the College Dean, divide that course into multiple sections.

(g) Present practices with respect to the granting of additional teaching load credit in lecture sections with high enrollment shall be continued.

7.14 Number of Preparations.

(a) The number of separate course preparations in any given semester shall not ordinarily exceed three (3), except in cases where multiple sections are not available within the department or discipline, where the faculty member voluntarily accepts more, or where the faculty member accepts and receives an overload assignment. Independent study courses, internship mentoring assignment, honors program mentoring, graduate thesis advisement, or similar courses of individual instruction shall not be counted as separate course preparations for the purposes of this Section. All course preparations for different sections of the same course during a semester shall be deemed a single course preparation.

(b) Where preparations of courses new to the faculty member are involved, other than those or similar courses of individual instruction cited in Paragraph 7.14 (a), a serious effort shall be made to limit the total number of course preparations in the relevant semester, consistent with the academic program, the availability of multiple sections, and the staffing situation in the faculty member's department or equivalent unit.

(c) Under ordinary circumstances, a faculty member shall be expected to prepare no more than one (1) new course in a given semester, other than those or similar courses of individual instruction cited in Paragraph 7.14 (a). The foregoing limitation shall not apply to a faculty member in his first year of service, for whom every preparation may be construed as new. In such cases, an effort shall be made to limit the number of separate preparations.

7.15 Student Advising. Faculty members are expected to service a reasonable number of student advisees as equitably assigned by their department or equivalent unit.

7.2 Underload. Underload balancing is a technique of voluntary adjustment of a faculty member's teaching load to complete the normal academic year teaching load at a unit, college, or campus other than that of his primary assignment. Other aspects of voluntary load adjustment may include the use of an intersession, a summer session, or another regular semester to balance the underload. The parties encourage the use of this technique on an informal basis to deal with occasional, temporary individual circumstances. Department Chairpersons and College Deans shall determine the availability of courses which are appropriate in terms of discipline and scheduling for this purpose in each particular case. In the event that the foregoing voluntary adjustment is not accepted by the faculty member or otherwise cannot resolve the problem, the procedures and priorities set forth in Sections 18.4, 18.51, 18.54, 18.55, and 18.58 shall apply. In all other cases involving load adjustment or balancing, Article 18 in its entirety shall apply.

7.3 Overload.

7.31 Full-time faculty members shall be given preference over part-time faculty members in available courses for which they are qualified and which exceed the normal teaching load capacity of the full-time members of the department or equivalent unit. Weekend college assignments shall be included in this category. Teaching in such circumstances shall be considered overload.

7.32 Overload assignments shall be made by the Department Chairperson in consultation with the Department Policy Committee. Assignments of overload may be made only with the permission of the affected faculty member.

7.33 Overload shall not exceed three (3) contact hours or one (1) course, whichever is greater, per academic year, without the specific prior approval of the College Dean.

7.34 No faculty member may combine released time and overload without the approval of the College Dean.

7.35 Nothing in the above shall be construed as a guarantee to any member of the bargaining unit for the assignment of overload.

7.4 Additional Load Assignments.

7.41 Supplementary Load.

(a) Supplementary load shall represent direct academic instructional activity on an individualized basis (with students who have registered for the instruction and paid tuition and fees) when such instruction is beyond an informal load of six (6) student credit hours per semester. Compensated supplementary load shall be limited to six (6) student credit hours beyond the informal load per semester. The uncompensated informal load requirement shall not apply to the Summer Sessions and the Intersession. /See also Section 7.43(c).7

(b) The payment rate for supplementary load, which shall be in addition to the base salary, shall be $40 for each undergraduate student credit hour and $45 for each graduate student credit hour.

(c) Supplementary load shall apply to the following instructional activities: independent study courses, graduate thesis supervision, honors student mentoring, and special tutorial courses.

7.42 Internship and Student Teaching Supervision. Policies and practices with respect to load equivalence and compensation in connection with internship and student teaching supervision shall continue as at present.

7.43 Summer Sessions and Intersession.

(a) In the assignment of available courses during the Summer Sessions and the Intersession, full-time faculty members shall be given preference over part-time faculty, provided that they are qualified.

(b) Summer Session and Intersession assignments shall be made by the Department Chairperson in consultation with the DPC and the affected faculty member. Assignments of Summer Session or Intersession teaching may be made only with the permission of the affected faculty member.

(c) Summer Session teaching shall be limited to six (6) contact hours or two (2) courses, whichever is greater, in any one Summer Session. Faculty members teaching maximum summer load shall not teach supplementary load during the same Summer Session.

(d) Intersession teaching shall be limited to one (1) course or four (4) contact hours, whichever is greater.

(e) Nothing in the above shall be construed as a guarantee to any member of the bargaining unit for the assignment of Summer Session or Intersession courses.

7.44 Compensation for Unusual Services. Compensation for teaching non-credit courses or unusual non-instructional activities and services, where such services are not considered part of the member's basic load, normal faculty responsibility, or other activities covered elsewhere in this Agreement, shall be by special contract arrangement between the faculty member and the Administration. The AAUP shall be notified of the details of any such special contract arrangement.

7.5 College Advising and Other College Service.

Certain faculty members may be designated college advisors by the College Dean in consultation with the College Planning Committee to serve evening students through regularly scheduled hours during the academic year, or to serve students during the Intersession and Summer Sessions. College advisors shall be compensated at the rate of $10.00 per hour.

7.6 Load Reduction.

7.61 A department may recommend to the College Dean load reductions for faculty members engaged in the assignments listed below. Determination of reductions shall be made by the College Dean in consultation with the College Planning Committee and with the concurrence of the Vice President for Academic Affairs (or his designee).

(a) Supervision of special academic programs.

(b) Preparation of a new program of substantial scope.

(c) Unusual academic or research assignments.

7.62 Regularly established load reduction practices shall continue as at present.

7.7 Funded Research.

7.71 Load reductions supported by funded research shall be made pursuant to the terms of the contract or grant award. All proposals for grants and contracts must be approved in accordance with current University practices and policies.

7.72 Proposals for research support in the form of grants from or contracts with outside agencies must be approved in accordance with present procedures and practices. Use of campus facilities and equipment requires the prior written permission of the Department Chairperson, College Dean, and Campus Provost. The Department Chairperson and the College Dean shall be advised in writing periodically of the progress of such programs.

7.8 Non-University Employment.

7.81 A faculty member may engage in professional consulting provided that such activity does not interfere with his responsibilities and obligations to the University. All consulting activities shall be recorded, along with time commitments, with the Department

Chairperson and the College Dean. Contracted consulting services requiring the use of University services or facilities shall be subject to the same proposal approval mechanism as is applicable to funded research (see Section 7.72). The name of the University may not be used, except to identify the consultant as a member of the University faculty and his position. Compensation for consulting services shall be subject to arrangement by the faculty member and the client and shall not involve the University in any other way.

7.82 Each faculty member who, on a regular basis, is employed outside the University, shall so advise his Department Chairperson and the College Dean, stating his specific time commitments. Such employment shall not interfere with his responsibilities and obligations to the University.

7.9 Faculty Responsibilities and Obligations.

7.91 The University and the Council each recognize that mutual benefits derive from continual improvement of the University as an institution of higher learning, and that, toward this end, the primary professional responsibility of each member of the bargaining unit is to the University and the University community. The University and the Council concur that each member of the bargaining unit should display a high degree of professionalism. He should therefore:

(a) Meet his classes regularly and, to the best of his ability, aspire to excellence in teaching his students, promote the learning process, and stimulate the intellectual development of his students.

(b) Possess knowledge of his subject matter and strive to keep informed of contemporary developments in his field of specialization.

(c) Seek to manifest objectivity and fairness in his relationships with members of the University community and most especially in the conscientious examining, grading, advising, and counseling of students.

(d) Strive conscientiously to improve the methods of instruction and to apply new approaches to teaching which show promise of success or which have been proven successful.

(e) Recognize the diversity of the student body by attempting to adjust to individual differences in the students.

(f) Accept a reasonable number of committee assignments and conscientiously serve on those committees to which he has been elected or on which he has volunteered to serve.

(g) Serve as a resource to student organizations on the campus where this is consistent with his interests and other commitments.

(h) Recognize his obligation to the entire University community but most especially to our graduates and their families by making every effort to attend the commencement exercises. The Administration shall make every effort to promote a meaningful ceremony with an appropriate recognition of the faculty role in the University.

(i) Adhere to reasonable schedules established for the timely reporting of grades.

(j) Assume a fair share of responsibility in departmental, college, and campus registration advisement and in the student academic review process.

7.92 While the parties concur that fulfillment of professional responsibilities cannot be measured by any simple time standard, all full-time faculty, during the academic year, shall spend sufficient hours on campus each week to cover teaching assignments and at least three (3) office hours per week during the Fall and Spring Semesters, as well as appropriate committee assignments, scheduled meetings, and formal and informal discussion of the academic process with colleagues.

In addition, the faculty member shall be responsible for preparing classes, evaluating student work, and pursuing appropriate scholarly activities in facilities on or off campus.

7.93 The University shall encourage faculty participation in other professional activities which add to the faculty member's knowledge, qualifications, and reputation and to the reputation of the University, so long as these activities do not interfere with his primary responsibility to the University. The faculty member will cooperate with the University in striving to inform both the University community and the outside community of such achievements.

ARTICLE 8

WORKING CONDITIONS

8.1 Primary Appointment-Location. A faculty member's primary appointment and academic responsibilities are in a department of a college on one of the three main campuses: Florham-Madison, Rutherford, Teaneck-Hackensack. In non-departmentalized units, the appointment is to a college and a campus.

8.2 Academic Ranks.

8.21 All full-time appointments to the faculty at the University shall be to one of the following ranks:

(a) Instructor.

(b) Assistant Professor.

(c) Associate Professor.

(d) Professor.

(e) Adjunct ranks (Adjunct Assistant Professor, Adjunct Associate Professor, Adjunct Professor).

(f) "Professor Emeritus" title.

(g) Visiting ranks (Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor).

(h) Retired ranks /Instructor (Retired), Assistant Professor (Retired), Associate Professor (Retired), Professor (Retired)/.

8.22 Notwithstanding the above, it is expressly understood that visiting faculty shall not be included within the bargaining unit nor shall part-time faculty in any of the above ranks.

8.21 Visiting and adjunct ranks and professor emeritus shall be defined as follows:

(a) Visiting Ranks. The full-time "Visiting" rank shall designate an appointment of an individual who holds academic rank at another institution of higher education and is on leave of absence from that institution. The appointment period to full-time "Visiting" ranks shall be for one (1) year or less, with a limit of two (2) consecutive years of service. The AAUP shall be advised of each such appointment at the time such appointment is made.

(b) Adjunct Ranks. The full-time "Adjunct" rank shall designate an appointment of an individual who holds no professional position at another institution of higher learning, but is of substantial professional calibre, and is employed by the University to bring to it specific expertise. The period of full-time appointments to "Adjunct" ranks shall be for one (1) year or less and may be renewable for a cumulative total of three (3) years.

(c) Professor Emeritus. The title of "Professor Emeritus" is an honorary title. It may be awarded in recognition of an outstanding academic career and noteworthy contributions to the University to those who have retired and have attained the rank of professor at the University. The designation may be bestowed in accordance with the faculty status procedures described in Articles 10 and 11.

8.24 Appointments in the first four of the ranks in Section 8.21 are either probationary appointments credited toward tenure or continuous tenure appointments.

8.25 The normal retirement year shall be that fiscal year (July 1-June 30) in which the member attains the age of 65. In the academic year following his retirement year, he shall be designated by his

most recently held academic rank followed by "Retired" or, subject to Paragraph 8.23(c), he shall be awarded the title "Professor Emeritus". The designation "Professor Emeritus" or "Retired" shall not be intended to waive the normal retirement age of 65. In unusual circumstances, in response to needs of the University, a "Retired" faculty member or "Professor Emeritus" may be called upon to serve one (1) or more additional one-year appointments. Each such one-year appointment shall not be subject to the usual notification requirements for reappointment. In no case may such member serve beyond the fiscal year in which he reaches the age of 68. The provisions of this section shall not be construed to guarantee employment to any individual in any academic year beyond the fiscal year in which he attains the age of 65.

8.26 A tenured faculty member who, subsequent to the effective date of this Agreement, retires, shall be given the title of his last rank followed by "(Retired)", e.g. Associate Professor (Retired), and those who hold an emeritus rank at the time of their retirement shall continue to enjoy that title. Such retired members shall enjoy the following privileges:

(a) On request they shall be provided with a parking permit entitling them to park in the general parking area on each campus.

(b) They shall enjoy full library privileges.

(c) They shall be admitted to the faculty dining facilities.

(d) They shall be entitled to participate in the general campus and college faculty meetings with voice but without vote.

(e) They shall have free access to faculty lounges on each campus.

(f) On request they shall receive regular mailings of the campus faculty bulletin from the campus at which they were working at the time of retirement.

B.27 Members of the Edward Williams College Faculty shall be given academic ranks in accordance with the following plan:

(a) A Temporary Committee on Ranking shall be convened by the Vice President for Academic Affairs, which Committee shall be composed of two (2) components: (a) a constant component consisting of one (1) delegate each from the Faculty Status Committees of the College of Arts and Sciences (F-M), College of Arts and Sciences (R), College of Liberal Arts (T-H), and College of Education; (b) a varying component, consisting of Chairpersons of Departmental Personnel Committees throughout the University representing the discipline of the Edward Williams College Faculty Member being ranked. The varying component of the Committee shall be limited to three (3) members at any time. The affected faculty member shall indicate the appropriate discipline to be considered.

(b) In connection with the constant component of the Temporary Committee on Ranking, should the faculty of Edward Williams College, by vote of the majority of the faculty, feel that one or more members selected by the various Faculty Status Committees should be disqualified, it may petition the Vice President for Academic Affairs, stating its reasons. The Vice President for Academic Affairs shall request that the particular Faculty Status Committee select a replacement. The total number of such replacements requested by the Vice President for Academic Affairs shall not exceed two (2).

(c) The 1973-1974 report of the Faculty Status Committee of Edward Williams College and other

relevant reports on ranking at Edward Williams College shall be reviewed by the Temporary Committee on Ranking. The Committee shall seek the advice of past chairpersons of the Faculty Status Committees of Edward Williams College as well as the Dean of the College. The affected faculty member shall be invited to appear before the Committee and to submit in his behalf any material he deems appropriate.

(d) The Temporary Committee on Ranking shall make its recommendations to the Vice President for Academic Affairs. A rank shall be assigned which shall be from among the first four ranks listed in Section 8.21.

(e) The Vice President for Academic Affairs shall give serious consideration to the recommendations of the Committee and of the Dean of Edward Williams College. The Vice President for Academic Affairs shall render a final decision in each case.

(f) The affected faculty member shall be informed of the actions taken at each step and may request reconsideration of the recommendations or decisions made.

(g) The foregoing process shall be completed by no later than June 30, 1975. A revised Memorandum on Appointment for Academic Year 1974-1975 shall be issued to the affected faculty member reflecting his changed status, as well as any upward revision in salary as may be required by the minimum salary structure as set forth in this Agreement.

8.28 Criteria for Faculty Ranks.

(a) Appointment to the faculty of the University represents recognition of educational attainment, scholarly accomplishments, and evidence of the ability to communicate with and motivate individuals to learn.

(b) The faculty rank designations represent cumulative accomplishments and increased teaching competence, scholarship as reflected in degrees and certifications earned, honors won, scholarly and professional accomplishments, educational leadership, intellectual breadth, and creativity, all of which will stand the test of peer and collegial judgment within the institution and of the relevant general academic and professional standards.

(1) Instructor. For appointment to the junior rank of instructor, the candidate must possess an earned master's degree (or equivalent) and demonstrate a potential for effective teaching as attested to by those able to render judgments on the candidate's ability to communicate with and relate to others or by virtue of the candidate's having successful teaching experience. It is expected that the instructor will be enrolled in a program leading to the doctorate or other appropriate terminal degree.

(2) Assistant Professor. For promotion to or appointment to the junior rank of assistant professor, the candidate must meet the requirements for appointment as an instructor, and in addition, must possess the earned doctoral or professional degree or equivalent normally required for teaching in his field; give evidence or substantial promise of effectiveness as a teacher, both in the classroom and in the guidance of students; demonstrate capacity for professional growth and accomplishment; and possess the ability to work constructively with members of the University community. In the case of promotion to this rank, there should be evidence of participation in University affairs, at least at the departmental level.

(3) Associate Professor. The associate professorship is a faculty rank at the senior level. For promotion to or appointment as associate professor, the candidate must possess the qualifications for an assistant professor and, in addition, professional growth and accomplishments beyond the earned doctorate or its equivalent should be evident, as should be a high degree of teaching proficiency and concern for the welfare of students. For promotion to this rank, there shall be evidence of substantial service beyond the department, especially in college and campus activities.

(4) Professor. The rank of professor represents the highest recognition that can be bestowed upon a faculty member. For promotion to or appointment as professor, the candidate must possess the qualifications of an associate professor and, in addition, offer a record of distinguished scholarly, educational, or creative achievement. The cumulative accomplishments of the candidate for appointment or promotion to the rank of professor must be such as to demonstrate high accomplishments within the University, sound judgment and creativity, intellectual breadth and leadership, and a mature record of professional advancement. There shall be a clearly recognizable record of teaching proficiency and concern for the welfare of students.

(c) In unusual circumstances, outstanding creative achievement, in the absence of the appropriate academic degree, may be evaluated for equivalence.

In all cases, teaching competence shall take priority in the evaluation processes. However, in unusual cases, outstanding accomplishments in some areas may be evaluated for equivalence in other areas.

(d) Years in rank. A guideline for years in rank is not to be construed as suggesting automatic promotion nor as being restrictive of the recognition of unusual scholarly and professional attainment. It is expected that a faculty member will develop in each rank for a minimum period of time appropriate to the level of the rank, or until such longer time as may be required to meet the criteria for the next higher rank.

For promotion from instructor to assistant professor, the time spent in rank shall be sufficient to meet the rank criteria for assistant professor.

Promotion from assistant professor to associate professor normally shall not precede the decision to award tenure.

(e) It is recognized that each candidate for appointment or promotion shall be evaluated on the basis of the foregoing criteria within the context of his particular discipline, department, and college.

8.3 Terms of Appointment.

8.31 The terms and conditions of every appointment to a faculty position within the bargaining unit shall be in writing and shall incorporate this Agreement by express reference. A copy of the appointment document will be supplied to the faculty member and a copy placed in his personnel file. Any subsequent extensions or modifications of such appointment (other than with respect to changes in the collective bargaining agreement as negotiated between the parties to this Agreement) and any special understanding or any notices incumbent upon either party to provide will be stated or confirmed in writing by document between the faculty member and the University, and a copy will be given to the faculty member and a copy placed in his personnel file. Any special standards applicable to the member shall be included in the appointment document.

8.32 Tenure and Probationary Appointments.

(a) The University and the AAUP hereby adopt and incorporate by reference the 1940 Statement of Principles on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors, to the extent that said statement is not inconsistent with other provisions of this Agreement.

(b) Tenure shall be defined as that status wherein a member of the bargaining unit, or any other individual in his capacity as a faculty member, shall be retained in his faculty capacity until he reaches the official age of retirement unless he resigns (Section 8.42), is dismissed for "adequate cause" (Section 8.5), or is terminated because of reduction in force (Articles 17 and 18).

(c) The University agrees to recognize qualified members of the bargaining unit, or others in their capacity as faculty members, by granting them tenure after a prescribed probationary period.

(d) The award or denial of tenure shall be made pursuant to the review, judgment, and recommendation processes set forth in Articles 10 and 11, or to the provisions of Section 8.32(g), and to the final action of the Board of Trustees. The Board of Trustees shall base its tenure decision on the recommendation of the Vice President for Academic Affairs or the Faculty Status Judiciary, absent an unusual case and the most serious reasons, which shall be provided to the affected faculty member in writing.

(e) The following are criteria for tenure:

(1) Demonstrated ability to teach effectively and to maintain high academic standards.

(2) Appropriate academic degrees and, where applicable, other certifications.

(3) Evidence of such continuing preparation, study, research, publication, or other scholarly or creative activity appropriate to the discipline and consistent with continuing professional growth.

(4) The fulfillment of other professional responsibilities (Section 7.9).

(5) Contribution to the welfare of the students through counseling, advising, and similar activities.

(6) Service to the University.

It is recognized that each candidate for tenure shall be evaluated on the basis of the foregoing criteria within the context of his particular discipline, department, and faculty role.

(f) Tenure shall be granted consistent with the academic and staffing needs of the department, the college, and the University, taking into account the recommendations of the College Planning Committees, as approved. (See Section 11.43)

(g) The granting of tenure to non-members of the bargaining unit or prior to the expiration of a full probationary period may follow the procedures below:

(1) Non-members of the bargaining unit occupying positions such as Department Chairperson, Assistant Dean, and Associate Dean may be recommended for tenure in their capacity as faculty members through the regular faculty status processes described in Articles 10 and 11.

(2) A continuous tenure appointment prior to the expiration of the full probationary

period for tenure may be recommended and granted only through the normal faculty status processes described in Articles 10 and 11 and paragraph (d) above.

(3) With respect to the award of academic rank and tenure to administrative officers such as College Dean, Campus Provost, Vice President, or President, the Search and Screen Committee, Advisory Committee, or appointing or recommending administrator, as appropriate, shall consult with individuals such as the chairperson of the relevant department, the chairperson of the DPC, the chairperson of the CPSC, and the College Dean, if available for such consultation, prior to recommending to the President or the Board of Trustees such award of rank and tenure.

(h) Probationary appointments are defined as annual appointments made to those members who have not yet been awarded tenure. They shall be for one (1) year, subject to annual review and renewal pursuant to the procedures described elsewhere in this Agreement.

(i) A member who completes a probationary period of seven (7) years of continuous full-time contractual service shall have tenure effective with the first day of contractual service of the next academic year semester following the completion of such probationary period.

(j) The probationary period shall include all previous service at other regionally accredited institutions of higher learning which would have led to tenure at those institutions, except that such credit for prior service at other institutions shall in no case exceed a total of three (3) years. If the prior service claimed by the member does not meet the foregoing standards, a determination of how many, if any, years of such service may be

counted as part of the probationary period shall be made through the regular faculty status processes detailed in Articles 10 and 11. Such determination shall be made during the member's first year of service at Fairleigh Dickinson University.

(k) If a member is reappointed by the University after having been terminated or having resigned, his service prior to such termination or resignation shall count as part of the probationary period as if it were service at another institution. Scholarly leave of absence from the University for one (1) year or less, when granted in accordance with the provisions of Sections 6.33 and 6.34, shall count as part of the probationary period as if it were service at another regionally accredited institution of higher learning. Any other leave of absence of one (1) semester or more shall not count as part of the probationary period. All full semesters which accrued during the probationary period prior to such leave shall continue to be counted as part of the probationary period when the member returns from such leave.

(l) The Department Chairperson shall confer in the Spring of each year with each faculty member on a probationary appointment in his department for the purpose of discussing with the member the evaluations made of him by the Department Personnel Committee and by the Department Chairperson, including any aspects of his performance which, according to these evaluations, have fallen short of departmental, college, or University expectations or standards. A memorandum of the fact of this meeting shall be placed in his personnel file.

(m) When a new faculty member is appointed who has held the same or higher rank at another institution of higher learning as he is to hold at the University, the appointment document shall

indicate whether he is to be credited with any years in rank and, if so, with how many.

8.33 Renewal of Untenured Members of the Bargaining Unit.

(a) The following shall be criteria for renewal or nonrenewal of untenured members of the bargaining unit:

(1) Demonstrated ability to teach effectively, or adequate growth in ability to teach effectively, and maintenance of appropriate academic standards in teaching.

(2) Appropriate academic degrees and, where applicable, other certifications.

(3) Evidence of continuing preparation, study, research, publication, or other scholarly or creative activity.

(4) Fulfillment of professional responsibilities (See Section 7.9).

(5) Contribution to the welfare of the students as through counseling, advising, and similar activities.

(6) Service to the University.

(7) Approved changes in the academic program of the department or college (See Articles 10, 11, 17).

(8) Departmental enrollment.

(b) Non-renewal of probationary faculty may also be based on a finding of fact with respect to specific charges of:

(1) Professional misconduct.

(2) Incompetence due to severe mental or physical disability.

(3) Conviction of a felony or high misdemeanor.

(4) Wilful acts which directly and seriously subvert the rights and welfare of members of the University Community.

The threat of filing such charges or the filing of such charges shall not be used to restrain a faculty member in the exercise of his academic freedom. No formal cognizance of such charges shall be taken unless the charges are stated in writing.

When written charges are filed, the College Dean shall convene a special hearing committee which shall investigate the matter, giving all appropriate parties an opportunity to be heard. The findings of such committee shall be transmitted by the College Dean to the department, the Faculty Status Committee, the Vice President for Academic Affairs, the member, and the member's personnel file. The findings shall be taken into account by those involved in the faculty status processes if in their judgment the findings are relevant. Neither the fact of the charges nor any material developed during the hearing provided for in this section shall be the basis of any negative inference against the member unless the hearing committee finds that the charges or facts are substantiated.

(c) Written notice that a probationary appointment is not to be renewed shall be given to the member in advance of the expiration of his appointment in accordance with the notification dates in effect during the Academic Year 1973-1974. The University and the AAUP will review the notification dates in order to make them consistent with the terms of this Agreement. The revised dates will be established no later than September 1, 1975 and shall be incorporated in this Agreement.

8.4 Notification and Acceptance of Appointment.

8.41 The University will normally notify members of the terms and conditions of their renewals by March 15th, except as otherwise explicitly provided in this Agreement. It is the professional responsibility of all members to respond within thirty (30) days. An extension of up to one (1) month or longer, depending upon the circumstances, may be granted upon request. In all circumstances, a member is expected to reply in one of three ways:

(a) acceptance;

(b) declination (resignation); or

(c) by request for extension, as, for example, pending the outcome of an appeal or grievance procedure.

8.42 A member who resigns his appointment effective at the end of an academic year shall give notice in writing at the earliest possible opportunity, but not later than May 15th, or thirty (30) days after receiving notification of the terms of his appointment for the coming year, whichever date occurs later.

8.43 The member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he would otherwise be denied substantial professional advancement or other opportunity.

8.5 Dismissal of Faculty on Tenure, or on Special or Probationary Appointment before the End of a Specified Term.

8.51 Dismissal of a faculty member on continuous tenure, or on a special or probationary appointment before the end of the specified term, may be effected by the University only for "adequate cause" as defined herein and in accordance with the procedure set forth in Section 8.52 or pursuant to the terms and procedures set forth in Articles 17 and 18 of this Agreement.

"Adequate cause" for dismissal of a tenured or mid-contract term faculty member shall be predicated upon charges which are grave and extraordinary, which are limited to those set forth hereinbelow in Section 8.52. However, it is understood particularly that "adequate cause" for these purposes shall be limited to consideration of factors directly related to the alleged unfitness of the affected faculty member to discharge his professional responsibilities. Dismissal shall not be used to restrain faculty members in the exercise of academic freedom or other rights of American citizens, subject to the provisions of Paragraphs 8.52(a) (1), (2), and (3).

8.52 Dismissal Procedures.

(a) Dismissal proceedings may be instituted for any of the charges listed below. However, dismissal may not be effected unless and until the procedures below have been followed, the charges have been proven, and a determination has been made that the proven charges constitute "adequate cause" for dismissal as defined in Section 8.51 above. The following shall be grounds for instituting dismissal proceedings:

(1) Failure to perform professional responsibilities either through gross incompetence, gross negligence, or wilful disregard for scholarly and professional standards, or as a result of severe long-term physical or mental disability.

(2) Conviction of a felony or high misdemeanor.

(3) Wilful acts which directly and seriously subvert the rights and welfare of members of the University community.

(b) Dismissal of a faculty member with continuous tenure, or on a probationary appointment before the end of the specified term, will be preceded by the following steps:

(1) Confidential notification to the faculty member by the Administration of the probable commencement of dismissal proceedings, including a statement of the specific charges and of the faculty member's rights. A copy of this notice shall be forwarded to the AAUP.

(2) This action shall be followed by discussions between the faculty member and appropriate Administration officers, looking toward a mutually acceptable resolution, which resolution shall be reduced to writing, with a copy to the faculty member.

(3) If no mutually satisfactory resolution is reached in step (2) above within four (4) weeks, the matter shall be referred by the University President or his delegate to the duly elected Faculty Mediation Committee ("FMC") /see (5) below/ which shall assist the parties in attempting to effect a resolution. Members of the FMC who are disqualified for bias or interest shall remove themselves from the case, either at the request of a party or on their own initiative. The FMC shall conclude its role within four (4) weeks.

(4) If settlement is achieved in steps (2) or (3), the issue shall be deemed resolved, and a statement of the terms of the mutual settlement shall become a part of the faculty member's personnel file, which settlement shall not be inconsistent with the terms of this agreement.

(5) The Faculty Mediation Committee is a University-wide standing Committee consisting of six (6) tenured faculty members, two (2) elected by the faculties of each campus, for a two-year term. A faculty member may be re-elected for one (1) term. Elections

shall be held in the Spring each year and terms of office shall be staggered.

(6) If, after conclusion of the above steps, no settlement has been achieved and the University wishes to undertake formal dismissal proceedings, the faculty member shall receive a written statement of charges (with a copy to AAUP), framed with reasonable particularity by the President or the President's delegate, and the faculty member's case will be heard, according to the procedures below, by a special Arbitration Panel whose judgment shall be final and binding upon the University and the AAUP.

(7) The Arbitration Panel shall consist of the following three (3) persons: one (1) person to be selected by the AAUP with the approval of the affected faculty member; one (1) person appointed by the Administration; and one (1) person from the AAA panel of arbitrators, selected in accordance with Section 15.47.

(c) Committee Procedures: The operation of the Arbitration Panel and the rights of the faculty member shall be protected in accordance with the following:

(1) Pending a final decision by the Arbitration Panel, the faculty member may be suspended by the Administration or assigned to other duties in lieu of suspension, but only if he is unable to discharge his faculty responsibilities or if immediate harm to himself or others is threatened by his continuance in his former duties. Before suspending a faculty member, pending an ultimate determination of his status through the hearing procedures, the Administration shall consult with the AAUP concerning the propriety, the length, and the other conditions of the suspension. Salary shall continue during the period of the suspension.

(2) The Arbitration Panel may, with the consent of the parties concerned, hold joint prehearing meetings with the parties in order to

(i) simplify the issues,
(ii) effect stipulations of facts,
(iii) provide for the exchange of documentary or other information, and
(iv) achieve such other appropriate prehearing objectives as will seek to make the hearing fair, effective, and expeditious.

(3) Service of notice of hearing with detailed charges in writing shall be made upon the affected faculty member and the AAUP by the Administration appointee on the Arbitration Panel at least twenty (20) days prior to the hearing. The hearing shall proceed unless the faculty member waives a hearing in writing. If the faculty member waives a hearing but denies the charges against him or asserts that the charges do not support a finding of "adequate cause", the hearing tribunal shall evaluate all available evidence and rest its recommendation upon the evidence in the record.

(4) The affected faculty member shall determine whether the hearing should be public or private and no adverse inference shall be drawn from his determination.

(5) The faculty member shall be entitled to have an academic advisor and/or legal counsel of his own choice attend and participate fully in the proceedings.

(6) The AAUP and its counsel (if different from the individual's counsel) may also attend and participate in the proceedings.

(7) The Arbitration Panel shall grant reasonable adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

(8) If requested by the faculty member, a verbatim record of the hearing or hearings shall be taken and a typewritten copy shall be made available to the faculty member, with the cost shared equally between the faculty member and the Administration.

(9) The burden of proof that "adequate cause" exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole.

(10) The Administration shall make reasonable efforts to cooperate with the faculty member to make available requested witnesses who are University employees, and relevant documents.

(11) The faculty member and the Administration shall have the right to confront and cross-examine all witnesses.

(12) In the hearing of charges of gross incompetence, the University's burden shall include the proferring of expert witness(es) from this or other institutions of higher education.

(13) The Arbitration Panel will not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.

(14) The findings of fact and decision shall be based solely on the hearing record.

(15) In all other respects, the Voluntary Labor Arbitration Rules then in force of the

American Arbitration Association shall prevail regarding the conduct of the hearing.

(16) Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by administrative officers shall be avoided so far as possible until the proceedings have been completed. The President, the AAUP, and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing.

(17) The Arbitration Panel shall be empowered to determine the appropriate remedy.

(18) The findings of the Arbitration Panel shall be final and binding upon the parties.

(19) The provisions of Section 15.48 shall apply to the Arbitration Panel with full force and effect.

8.53 Terminal Salary or Notice. If the dismissal for cause is upheld, the faculty member shall receive salary payments through the end of the term of his current appointment. On recommendation of the FMC, the President, in determining what, if any, payments will be made beyond the effective date of dismissal, may take into account the length and quality of prior service of the faculty member; but this decision shall not be affected by the fact of the hearing nor the evidence presented.

8.6 Procedures for Imposition of Sanctions Other than Dismissal. If the Administration believes that the conduct of a faculty member, although not constituting adequate cause for dismissal, is sufficiently grave to justify imposition of a sanction, the Administration may institute a proceeding to impose such a sanction; the procedures and standards outlined hereinabove for dismissal shall govern such a proceeding.

8.7 Faculty Personnel Files.

8.71 The University shall maintain only two (2) categories of personnel files for each member of the unit, except as modified in Section 8.78.

(a) There shall be a pre-employment file which shall contain all and only materials requested or received by the University in connection with the original employment of the member. Initial letters of recommendation shall be kept confidential and kept exclusively in the pre-employment file. Other material submitted prior to the member's employment, with the understanding that it be kept confidential, shall be so kept in the pre-employment file. Copies of non-confidential materials received prior to the employment of the member shall be kept in the member's official personnel file described below. The pre-employment file shall be kept by the Vice President for Academic Affairs or his designee.

(b) There shall be an official personnel file which shall be maintained by the Dean of the College of the respective member. A copy of this file may be maintained by the Chairperson of the member's department. All official records concerning each member which may have been maintained by the Administration or by the member's department shall, as soon as reasonably possible after execution of this Agreement, be surrendered to the appropriate College Dean for inclusion in the official personnel file.

8.72 The official personnel file of each member shall include, but not be limited to, the following:

(a) Copies of materials from the member's pre-employment file as provided in Paragraph 8.71 (a).

(b) Information relating to the member's academic and professional accomplishments submitted by him or placed in the file at his request.

(c) Memoranda of discussion between the member and his Department Chairperson or other faculty colleagues or administrators relating to evaluations of his professional performance. Copies of such memoranda shall be sent to the member involved.

(d) Personnel information other than that referred to in Paragraphs (a), (b), and (c) above. This shall not include anonymous materials, except for student evaluations authorized in accordance with Section 10.35.

(e) The member shall have the right to include in his file any other material he considers relevant.

8.73 All papers in a member's official personnel file shall carry the College Dean's official stamp and the dates received in the Dean's office. Such papers shall be sequentially numbered.

8.74 The member shall be notified of and have an opportunity to read all materials originating in the department prior to their inclusion in the personnel file. He shall also be notified promptly of any other materials placed in his file.

8.75 The official personnel file shall be available for examination and review by the member. Such review or examination shall take place at reasonable hours in an area designated by the College Dean, and only upon prior notice to and in the presence of one who normally has custody of such file. In each file a log shall be kept of individuals who have had access to the file. A member shall be permitted to make copies of materials in his personnel file at his own expense.

8.76 The official personnel file shall be made available to the committees and individuals responsible

for the review and recommendations of members with respect to reappointment, promotion, tenure, grants, and other matters of faculty status. All individuals having access to personnel files shall maintain the contents of such files in confidence.

8.77 If a member alleges that some of the contents of his file are demonstrably false (excluding judgmental observations such as faculty and student evaluations), the following opportunities shall be available to the member:

(a) The member may include in the file any rebuttal material and evidence he chooses.

(b) The member may appeal to the College Dean to have such material removed from the file and destroyed. Before rendering his decision, the College Dean shall meet with the College Faculty Status Committee to review the material alleged to be false and all of the rebuttal material and evidence submitted by the member. The decision of the College Dean shall rely heavily upon the recommendation of the College Faculty Status Committee. Should the Committee disagree with the decision of the College Dean, it shall so note in the personnel file, stating its reasons.

8.78 Nothing in this Section shall limit the University in the maintenance and retention of records dealing with routine matters, including but not limited to payroll and benefits. Upon request, members shall be provided with adequate and appropriate information from such records to meet their stated needs.

8.8 Campus Facilities.

8.81 Library Facilities. Hours of operation of the libraries shall continue to be determined by the needs of the students and the faculty.

.82 Parking.

(a) Faculty Members annually shall apply for and be issued parking stickers for a particular campus which shall be valid on any campus of the University. If more than one automobile is owned by a faculty member, additional stickers shall be provided as specified above. There shall be no parking fee.

(b) Specific areas of parking lots or specific parking lots in reasonable proximity to campus offices shall be set aside for use by the faculty, the particulars for each campus as set forth below:

(1) Teaneck-Hackensack Campus:

Specific areas of parking lots as currently provided for faculty use shall be maintained.

(2) Rutherford Campus:

Specific parking lots as currently provided for faculty and staff use shall be maintained.

(3) Florham-Madison Campus:

The following reserved parking areas shall be provided for faculty use, implementation to take place no later than September 1, 1975:

Mansion parking lot	10 spaces
Science Building parking lots	10 spaces
Dreyfuss College Parking lot	20 spaces

Water tank parking lots closest to Dreyfuss Road	20 spaces
Old Fine Arts Building parking lot	10 spaces
Library parking lot	5 spaces
	75 spaces

Each reserved area shall be appropriately identified.

(c) Failure to discharge any open parking citations may be grounds for rejection of an application for a parking sticker until such time as outstanding fines are paid.

8.83 Offices and Telephones. The University supports the objective of providing every faculty member with office space suitable for the discharge of his University responsibilities. Toward this goal, the Administration shall review the existing allocation of faculty office space as well as other space allocations on the campuses for the purpose of upgrading the existing office facilities and for the reallocation of available under-utilized facilities for faculty use, if such are found to exist. This review shall be conducted by the appropriate Campus Committee on Buildings and Grounds with the assistance of members of the Campus Provost's staff and shall be concluded by July 1, 1975. Any reallocation of existing office space resulting from this study shall be implemented by the beginning of the Spring Semester, 1976. Proposals for renovation shall include a timetable for implementation, and in the event that the timetable cannot be adhered to, reasons shall be submitted by the Office of the Campus Provost to the Committee on Buildings and Grounds and the AAUP.

Disputes arising from reallocation of office space shall be resolved through discussions between the

Campus Provost, the affected parties, and designated AAUP representatives.

The Administration agrees that each member of the faculty shall have access to a telephone extension, which shall be appropriately listed in a tri-campus telephone directory to be distributed to the faculty.

Members of the faculty shall have reasonable access to their offices 24 hours per day, consistent with good security practices. After the normal classroom day and at other times when classes are not in session, e.g. holidays, Campus shutdowns, and weekends, access to offices shall be gained upon appropriate identification (University Identification Card) shown to the Security Office. During these periods, the faculty and their guests will observe prudent security measures.

8.84 Student Assistants. In the disciplines in which student assistants may be effectively used, the Administration and the Financial Aid Office shall make every reasonable effort to increase their number. The Administration shall apprise the departments and faculty of the availability of college work study and grant-in-aid students. The department and the faculty member involved shall have veto on the acceptability of any student assistant.

8.85 Secretarial Assistance. Secretaries shall be assigned to departments or comparable academic units for the purpose of assisting both the Chairperson and the faculty in the performance of University business. Where time permits, the supportive personnel shall be available to assist the faculty with other professional activities, such as the typing of scholarly manuscripts. All requests for such non-routine services shall be processed through the Department Chairperson, who shall determine priorities. Where necessary and where possible, secretarial assistance shall be supplemented by student assistants.

8.86 Buildings and Grounds. There shall be on each campus a Committee on Buildings and Grounds (see

Paragraph 12.17(f)which shall investigate persistent problems and make recommendations to the Campus Provost regarding all physical facilities and proposed changes which might affect the conditions under which the faculty works. This Committee shall participate in the planning and development of new building construction and major alterations to existing buildings and grounds.

8.87 Payroll Practice.

(a) Payment for full-time faculty on Memorandum on Appointment shall begin on the 15th of September and shall occur on the 15th of every month thereafter for the duration of the appointment. Such faculty who may wish to elect twelve (12) monthly payments may do so, by so indicating on the annual appointment document.

(b) Payment for full-time faculty on Letter of Appointment shall begin on the last day of September and shall occur on the 15th of every month thereafter for the duration of the appointment. Such faculty who wish to elect twelve (12) monthly payments may do so, by so indicating on the annual appointment document.

(c) If it becomes necessary to make unforeseen large payroll deductions for a faculty member, where this necessity arises solely as a result of University actions, such deductions shall be made equally over the remaining paychecks to be issued under the current employment contract.

ARTICLE 9

CALENDARS AND SCHEDULES

9.1 The Campus Calendar.

9.11 The AAUP and the University concur that the campus calendar should not merely accommodate the minimum class hour requirements, but should also be such as to encourage efforts on the part of the faculty for innovative programming to serve the needs of a variety of student publics.

9.12 In the design of the campus calendar, the following factors must necessarily be taken into account by the University and the Campus Council:

(a) The need of the faculty to fulfill their responsibilities with respect to student evaluation, final examinations, student advisement, and the review of student records and academic status.

(b) The minimum class hour requirements as specified by the appropriate regulations or standards of the Department of Higher Education of the State of New Jersey.

(c) Special eligibility requirements by State and Federal agencies, such as the Veterans Administration.

(d) Student related requirements, such as those associated with the residence halls, counseling services, and the admissions, bursarial, registrarial, and financial aid functions.

(e) The paid holiday schedule of the University employees not covered by this Agreement.

(f) The religious observance of significant proportions of the University community.

(g) Special University circumstances, such those associated with voluntary or manda restrictions upon energy consumption.

(h) Effective use of University physical faci ties and personnel.

(i) Whether or not to schedule a reading period or an examination period.

9.13 The following procedure shall apply to the design and approval of the campus calendar.

(a) The Campus Provosts, the Vice President for Academic Affairs, and the Vice President for Financial Affairs shall confer for the purpose of arriving at tentative starting and completion dates for the Fall and Spring Semesters, the Intersession, and the Summer Sessions, with a view toward achieving commonality of the basic calendar among the campuses, e.g., starting and completion dates, major recess periods.

(b) The Campus Provosts shall then request the chairperson of each Campus Council to convene from among its membership a Calendar Committee for the purpose of designing a recommended campus calendar. The Campus Provost shall make a presentation to the Calendar Committee, pointing out the essential parameters in the design.

(c) The Calendar Committee shall design and recommend a campus calendar for presentation to and vote of the Campus Council. A three-week period shall be allocated by the Calendar Committee during which time the proposed calendar shall be communicated to the campus constituencies (academic and administrative units, faculty, student and staff groups) for comment and recommendation.

(d) The Campus Provost, upon receipt of the recommended campus calendar, shall confer with

the other Provosts and with the Vice President for Academic Affairs and the Vice President for Financial Affairs, with a view toward assuring the appropriate and necessary integration of University operation. The Campus Provost shall then explain the need for modification, if such is found to be necessary, to the Campus Council. The Campus Council will then revise the campus calendar in accordance with the stated needs.

(e) Following step (d), the Campus Provost shall submit the proposed campus calendar to the Vice President for Academic Affairs and the Vice President for Financial Affairs for formal approval.

9.14 The Campus Provosts shall be responsible for initiating the request for study on the part of the Calendar Committee such that a campus calendar shall be available during the Spring Semester, providing at least one full year prior to the year of implementation.

9.15 Pursuant to the foregoing procedure, the calendar may be modified as necessitated due to unforeseen or uncontrollable circumstances.

9.2 Schedules. The AAUP and the Administration concur with the principle that the schedules of the departments should be coordinated to the maximum extent feasible with those of other departments on a given campus in order to facilitate the scheduling of student programs and to make more efficient use of campus facilities.

9.3 Academic Year.

9.31 The academic year shall cover the period beginning with the first day in September and ending two weeks after Commencement, which two-week period shall be for the purposes of student evaluation and the academic review of student records and for other assignments within departmental, college, campus, and University governance.

9.32 In certain instances, a faculty member may contract for services beyond the period described by the academic year. In such cases, the appointments shall be referred to as "Twelve Month Appointments" and shall be in accordance with current practices in the respective units.

ARTICLE 10

DEPARTMENTAL GOVERNANCE

10.1 The Department Policy Committee (DPC)

10.1.1 In colleges with departmental structure, each department shall have a Department Policy Committee (DPC) which shall be responsible for:

(a) Formulating, in cooperation with the Department Chairperson, recommendations to the department in the areas of academic programming, budgetary design, future directions of the department, student concerns as they relate to the department, new courses, course deletions, and textbook policy.

(b) Joining with the Department Chairperson in the formulation of and implementation of the annual departmental budget, and recommending the proposed budget including staffing requirements to the department faculty prior to its submission by the Department Chairperson to the College Dean.

(c) Resolving differences which may arise between the Department Chairperson and a faculty member with respect to teaching schedule.

(d) Appointing such subcommittees of the department as the Department Policy Committee or the department, by majority vote, shall deem necessary to deal with departmental concerns; e.g., library acquisitions, major equipment additions, curriculum review, future directions, and special concerns of students.

(e) Serving as a Personnel Committee, with the addition of student representation and the exclusion of the Department Chairperson, to formulate for transmission by the Department Chairperson to the College Dean recommendations in faculty status matters, as set forth in Section 10.3 and elsewhere in this Agreement.

(f) Periodically reviewing the academic and professional performance of all members of the department with the objective of providing the highest quality of instruction.

10.12 The faculty of Edward Williams College shall be considered a department for DPC purposes. The campus faculties of the College of Business Administration and the College of Education shall be considered departments for purposes of personnel recommendations where such has been the past practice. There shall be student representation on the Personnel Committees of these entities as hereinafter prescribed.

10.13 The Department Policy Committee shall consist of one-third of the department, or a minimum of five (5) full-time members of the faculty, exclusive of the Department Chairperson. In any department with less than five (5) full-time faculty members, all shall serve on the committee. Two-thirds of the DPC shall be associate professors or professors and one-third shall be assistant professors or instructors. Where the distribution of ranks in the department or the size of the department makes the foregoing proportions impossible to implement, the department shall elect representatives to the DPC in such a way as to approximate the proportions stated above, giving priority to the representation of associate professors and professors. The faculty DPC members shall be elected annually by secret ballot of the full department between May 1 and May 15 of each year.

In the case of multi-discipline departments, each discipline shall be represented, increasing the membership if necessary.

10.14 When the Department Policy Committee functions as a Personnel Committee, there shall be one (1) student representative on the Committee and one (1) student alternate, each elected by and from the majors within the department. There shall be only one (1) student vote.

10.15 Members of the DPC shall be full-time faculty who have previously served at least one (1) full academic year at the University before their term on the Committee begins. Students serving on the Personnel Committee shall have been enrolled as full-time students for at least the previous full year and shall be in their junior or senior year at the time of service.

10.16 The Department Chairperson shall be an ex-officio member of the DPC with vote, except when the DPC functions as a Personnel Committee, at which time the Department Chairperson shall not serve as a member of the Personnel Committee.

10.17 Each DPC shall elect its own chairperson and secretary and establish its rules of committee operation, provided that the same are not inconsistent with this Agreement or with University policy and regulations.

10.18 With respect to participation in matters other than those related to personnel functions, it shall be for the department to determine the manner of student participation, this in consultation with the majors in the department.

10.19 All members of the Department Policy Committee and Personnel Committee shall receive timely notice of all meetings.

10.2 New Appointments of Full-Time Faculty

10.21 The DPC and the Department Chairperson shall together review department faculty needs and if replacement or additional staff is needed, frame requests for such staff to be transmitted by the Department Chairperson to the College Dean (see Section 11.4).

10.22 When a faculty slot has been authorized by the Administration to fill a departmental vacancy or when a new slot has been authorized, the DPC, in recommending applicants for the open position(s), shall:

(a) Review the departmental requirements for the position and write a description of such requirements, including disciplinary background and prior experience.

(b) Review and comply with University policies and procedures as they pertain to applicable law and requirements with respect to affirmative action.

(c) Pursuant to University policies, request the Department Chairperson to solicit applications for the position.

(d) Serve as a screening committee for applications.

(e) With reference to (d) above, seek the advice of other members of the department, where appropriate.

10.23 In reviewing the departmental recommendation, the College Dean shall consider:

(a) Departmental, college, and University criteria for the selection of faculty (see Section 8.28).

(b) Stated departmental and college needs.

(c) University policies and practices with respect to affirmative action.

(d) Criteria with respect to rank and salary guidelines.

10.24 The College Dean shall normally concur with the recommendation of the department except for substantial reasons which shall be stated in writing. If the College Dean and the department cannot agree upon a candidate to be recommended to the Vice President for Academic Affairs, either party may refer the matter to the College Faculty Status Committee for its advice, in an effort to achieve agreement. If no agreement is achieved, the process described in Section 10.22 shall be re-initiated.

10.25 If a new department is being created, the College Faculty Status Committee shall create an Ad Hoc Screening Committee consisting of five (5) members of the College Faculty and one additional member to be appointed by the College Dean, to act in lieu of the Department Policy Committee in screening faculty for the authorized vacancies.

10.3 Renewal, Non-Renewal, Promotion, Tenure, and Sabbatical Leaves for Full-Time Faculty

10.31 No later than October 1 of each academic year, the Department Chairperson shall forward to the Personnel Committee the names of all members of the department with a summary of status and personnel information, and a reminder of those who, under University and college regulations and under provisions of this Agreement, must be reviewed for (a) Renewal or Non-renewal; (b) Promotion; (c) Tenure; (d) Emeritus status; or (e) Sabbatical Leaves.

The Committee may choose to review additional individuals, and a member of the department may petition the Committee on his own behalf. In each case to be reviewed, the Department Chairperson shall provide the Committee with a copy of the individual's personnel file and his own preliminary recommendation in the matter.

10.32 The chairperson of the Committee must advise each affected faculty member within one (1) week that his case is to be reviewed. The faculty member shall then have two (2) weeks within which to submit a written statement to the Committee regarding his case.

10.33 A member of the Committee shall absent himself in the deliberations of the Committee when his own case is being considered. However, he shall have the same opportunities to support his case as any other faculty member.

10.34 The Committee shall consider all personnel matters in closed session. All deliberations of the Personnel Committee shall be confidential except as otherwise provided in this Agreement. It shall grant any faculty member's request for a personal appearance with regard to his own case.

10.35 In arriving at its judgments, the Committee shall consider peer evaluations; student evaluations; department, college, and University service; any special

conditions which were specified in writing at the time of initial appointment; department, college, and University criteria; professional attainment; and scholarly productivity. Recommendations of all faculty members in the department may be sought.

10.36 The Committee recommendation in each case shall be made in writing by the Committee chairperson and shall be signed by all members of the Committee present and voting. It shall give the exact vote in each case, while assuring the anonymity of the individual votes, and shall give also the expressed reasons, if any, for the positive and the negative votes. The members of the Committee opposing the majority judgment may submit a minority report which shall be transmitted by the Committee chairperson to the Department Chairperson.

10.37 The recommendation of the Committee and that of the Department Chairperson shall be forwarded to the College Dean by the Department Chairperson no later than November 1. The recommendations must be accompanied by all supporting documentation including:

(a) The faculty member's own statement, if any, and an updated curriculum vitae prepared by him.*

(b) The results of any recent classroom observations by faculty colleagues, including the Department Chairperson.

(c) The Department Chairperson's preliminary recommendation to the Committee.

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* The AAUP and the Administration agree in principle that it is advantageous that a standard University curriculum vitae form be employed, and toward this end that a joint AAUP-Administration committee be established after execution of this Agreement to design such standard form. In addition, this committee, with student participation, will attempt to devise guidelines for student evaluation forms to be used throughout the University.

(d) A summary of student evaluations.

(e) A statement concerning the department, college, University, and community service of the faculty member.

(f) A summary, including pertinent documentation, of the professional growth and contributions of the faculty member.

10.38 The AAUP and the Administration concur that peer evaluation is a desirable part of the evaluation process. This process may include techniques such as classroom observation; analysis of course outlines, term papers, and examinations; and other evidence of teaching proficiency.

If classroom observation is to be made, it shall be done by faculty colleagues, one of whom may be the Department Chairperson, at times convenient to the concerned faculty member. Assignment of those who shall make such classroom observations is to be made by the DPC. If classroom observation is part of the department's peer evaluation process, and if the faculty member consents to the observation, a report of such observation must be made in writing and shall become part of the faculty member's personnel file. A copy of the report must be given to the faculty member.

10.39 The Department Chairperson must advise the affected faculty member in writing at the time the recommendations are forwarded to the College Dean (see Section 10.37). The faculty member shall be provided with and shall receipt a copy of the recommendations, and they shall be placed in his personnel file. The faculty member shall then have the opportunity, if he so desires, to submit a further statement regarding his case to the College Faculty Status Committee, with copies to the Personnel Committee, the Department Chairperson, and the College Dean. Such statement must reach the CFSC no later than January 1, except for faculty in their second year, in which case the date shall be December 1.

The next step in the procedures regarding renewal, non-renewal, promotion, tenure, and request for sabbatical leave, is set forth in Article 11 of this Agreement.

10.4 Appointment and Retention of Part-Time Faculty

10.41 Notwithstanding Sections 10.42 and 10.43, part-time faculty shall not be construed as being included within the bargaining unit.

10.42 The Personnel Committee shall provide the Department Chairperson with a list of individuals recommended by it for part-time employment in the department. To assist the Committee in this function, the Department Chairperson shall make available to the Committee applications received for part-time employment. In emergency situations, as for example when a vacancy occurs just prior to the start of a semester, in the absence of an available candidate for part-time employment on the list of recommended candidates, the Department Chairperson shall exercise his discretion in filling the vacancy. The Department Chairperson shall advise the Personnel Committee of such appointment.

10.43 At the end of each academic year, the performance of all part-time faculty in the department is to be reviewed by the Personnel Committee with the advice of the Department Chairperson. The list of individuals recommended for part-time employment in the department shall be revised on the basis of this review.

10.5 Designation of Department Chairpersons

10.51 The decision to recruit a chairperson from within or without the department, or to conduct a "mixed" search, shall be a joint decision of the department and the College Dean. In the event of a disagreement, the College Planning Committee shall assist in a resolution.

10.52 Both parties agree that the selection of Department Chairpersons should be shared by faculty

and Administration, and that reasonable efforts should be made to select Chairpersons who are acceptable to both parties.

10.53 To this end, Chairpersons shall be selected as follows: If the Chairperson is elected by at least a two-thirds (2/3) majority of the full-time members of the department, the College Dean shall ordinarily approve except for reasonable cause. In those instances where he does not approve, he shall present his reasons in writing to the department. If upon consideration, the department finds such reasons unsatisfactory, the matter may be appealed to the Vice President for Academic Affairs.

10.54 Upon the appeal, the Vice President for Academic Affairs shall promptly summon the College Planning Committee to advise him. They shall jointly hear arguments of the contesting parties and resolve the disagreement.

10.55 If the election of a Chairperson is by a lesser margin than described above, then at least two (2) names shall be presented to the College Dean.

10.56 The term of office for a department chairperson shall be three (3) years.

10.57 At the end of any academic year, the Chairperson may be removed by a two-thirds (2/3) vote of the full-time members of the department upon concurrence of the College Dean or at the initiation of the College Dean upon concurrence of a majority vote of the full-time members of the department. If the College Dean and the department do not agree, the matter shall be resolved as in Sections 10.53 and 10.54 above.

10.6 Department Chairpersons. While Department Chairpersons are not included within the bargaining unit, the parties to this Agreement concur that it is useful to list the responsibilities of Chairpersons or their equivalent. The following are minimum responsibilities of Department Chairpersons. Any modifications of these responsibilities must be consistent with the terms and conditions of this Agreement:

(a) As departmental leader, the Chairperson is a facilitator and implementor of departmental policies and a spokesman for the department within the University and the larger academic community. He speaks in the name of the department in responding to inquiries.

(b) He carries the overall responsibility for the coordination of departmental activities, and for such other duties as described in this Agreement.

(c) He calls to the attention of his colleagues opportunities for professional development and professional association, and encourages professional development and curriculum design, review, and revision, as appropriate.

(d) He serves on the Department Policy Committee, working cooperatively in formulating recommendations to the department in the areas of academic programming, budgetary design, future directions of the department, student concerns as they relate to the department, new courses, course deletions, and textbook policy.

(e) He implements, with the Department Policy Committee, the approved department budget, and he authorizes departmental purchases and payments in the name of the department pursuant to University policy.

(f) He convenes and chairs meetings of the department.

(g) He reviews, with the Department Policy Committee, the staffing requirements of the Department.

(h) Upon consultation with the individual members of the faculty, he prepares teaching schedules for the department.

(i) He makes independent recommendations with respect to faculty status matters and fulfills such other responsibilities concerning faculty status matters as are described in this Agreement.

(j) Pursuant to Section 10.4, he is responsible for recommending the appointment of part-time faculty.

(k) He supervises secretarial and other supportive staff (see Section 8.85).

ARTICLE 11

COLLEGE GOVERNANCE

11.1 The College Faculty.

11.11 The faculty of each college shall be responsible for formulating its own bylaws. Such bylaws shall be consistent with University policies and regulations and with the terms of this Agreement. Following the formulation of said bylaws, the College Faculty shall transmit them to the College Dean, who shall review them for consistency with University policies and regulations. He shall also review them with the AAUP for consistency with the terms of this Agreement. In the event that an inconsistency is found, the bylaws shall be returned to the faculty with specific recommendations for change.

11.12 Each college shall have at least the following standing committees:

(a) College Faculty Status Committee (CFSC).

(b) College Educational Policies Committee (CEPC).

(c) College Planning Committee.

(d) At its option, the college may have a standing College Research Committee.

11.13 The standing committees of the college shall report to the College Faculty at least once a year.

11.14 The College Dean shall call a meeting of the College Faculty at least once each semester. The purpose of such meetings shall be to report to the faculty and to discuss with the faculty such matters of concern to the College as trends in the academic program, future directions of the college, student academic needs, enrollment patterns of the college and the University, and college budgets.

11.15 At the beginning of each semester, the College Dean shall publish a schedule of the regular college meetings for the semester.

11.16 All standing and ad hoc committees of the college shall submit agenda items to the College Dean for distribution to the College Faculty at least ten (10) days prior to the meeting of the College Faculty.

11.2 College Faculty Status Committee (CFSC)

11.21 Composition.

(a) The CFSC shall be composed of five (5) tenured associate professors or professors, two (2) other faculty members who are either tenured assistant professors or untenured faculty members without regard to rank, and two (2) students.

(b) In the case of the tri-campus colleges, the CFSC shall consist of two (2) tenured associate professors or professors from each campus, two (2) other faculty members who are either tenured assistant professors or untenured faculty members without regard to rank elected from the College Faculty at large, and one student from each campus. The tenured faculty members shall be elected by and from their respective campus constituencies, and no more than one (1) untenured faculty member shall be from any one campus. The composition of the Faculty Status Committee for Edward Williams College shall be as set forth in Paragraph (i) below.

(c) The untenured faculty members of the CFSC shall have had at least one (1) academic year of service in the college prior to commencement of their service on the Committee.

(d) There may be no more than one (1) faculty member on the CFSC from any one department. In the case of tri-campus colleges, this limitation shall apply only to campus units which are departmentalized. Department Chairpersons shall not be eligible for membership on the CFSC.

(e) Terms of office for faculty members of the CFSC shall be three (3) years and shall be staggered.

(f) Student members shall serve for terms of one (1) year. Each college faculty shall establish eligibility standards and selection procedures for the student members in consultation with the students of the college.

(g) The CFSC shall elect its own chairperson and secretary at its first meeting of the academic year, which shall take place no later than October 1, and which shall be convened by the College Dean.

(h) Election of faculty members shall follow the procedures specified in Section 14.2.

(i) The Faculty Status Committee of Edward Williams College shall be composed as follows:

(1) Two (2) faculty members elected by and from the Faculty Status Committee of the College of Liberal Arts (T-H), whose terms of office on the CFSC of Edward Williams College shall coincide with their terms of office on the CFSC of the College of Liberal Arts (T-H).

(2) Two (2) faculty members elected by and from the CFSC of the College of Education, whose terms of office on the CFSC of Edward Williams College shall coincide with their terms of office on the CFSC of the College of Education.

(3) Two (2) tenured faculty members elected by and from the faculty of Edward Williams College for a term of three (3) years.

(4) One (1) student member from the student body of Edward Williams College for a term of one (1) year. The Edward Williams College faculty shall establish eligibility standards and selection procedures for the student member in consultation with the students of the college.

(5) Should the faculty of Edward Williams College, by vote of two-thirds (2/3) of the faculty, feel that a member elected pursuant to (1) or (2) above should be disqualified, it may petition the Vice President for Academic Affairs, who shall require the relevant Faculty Status Committee to elect a replacement. No more than two (2) such replacements may be made in total.

11.22 Responsibilities and Operation of the College Faculty Status Committee.

(a) The CFSC shall:

(1) Review the appropriate materials including that which it receives from the College Dean pursuant to Paragraph 11.22(c) and make recommendations regarding matters of renewal, non-renewal, promotion, tenure, emeritus status, and sabbatical leaves of members of the bargaining unit within the college and of Department Chairpersons within the college in their capacity as faculty.

(2) Meet jointly with the CEPC and the College Dean to serve as a planning committee as hereinafter described in Section 11.4.

(3) Be responsible for such other matters as may be assigned to it in this Agreement, and serve as an advisory committee to the College Dean in other matters related to faculty status.

(b) In all personnel matters, the recommendation of the CFSC shall constitute the recommendation of the College Faculty.

(c) The College Dean shall transmit to the CFSC the departmental recommendations and supporting materials on faculty status matters. In addition, the College Dean shall present his preliminary recommendation with respect to each personnel matter to be deliberated upon by the CFSC. The foregoing shall be completed no later than January 1 (except for faculty members in their second year, in which case the transmittal of data and presentation by the College Dean shall take place no later than _____.)

(d) The College Dean's preliminary recommendation shall be based upon considerations of individual merit and, where appropriate, his analysis of such college-wide concerns as enrollment patterns, class size statistics, staffing patterns, and budgetary considerations. He shall make all relevant information available to the CFSC in making his preliminary recommendations to it.

(e) In each personnel case, the CFSC may:

(1) Return the matter to the department with a request for additional information or for reconsideration under Paragraph 11.22(f); or

(2) Make an independent judgment and transmit it to the College Dean pursuant to Paragraph 11.22(i).

(f) When a faculty member, in his statement to the CFSC (see Section 10.39) alleges that, in reaching its recommendation, the Department Personnel Committee or Department Chairperson failed to follow the appropriate evaluation procedures and standards, the CFSC initially shall determine only whether there is merit to the allegation and not seek to substitute its judgment on the merits of the faculty member for that of the Personnel Committee or the Department Chairperson. If the CFSC finds that the allegation has merit, it shall request reconsideration by the Personnel Committee or the Department Chairperson and

specify the respects in which the Personnel Committee or the Department Chairperson failed to follow the appropriate procedures and standards. Once there has been an opportunity to remedy the alleged procedural defect, the case shall be considered on its merits by the CPSC.

(g) No member of the CPSC may participate in the deliberations involving members of his own department. This provision shall not apply to non-departmentalized units. In such case, a member of the CPSC may not also serve on a College Personnel Committee on his Campus. A faculty member must absent himself when his own case is being considered.

(h) The recommendation of the CPSC shall be stated in writing by the chairperson of the Committee and shall be signed by all members present and voting. Each recommendation shall indicate the reasons for the recommendation as well as the expressed reasons for any negative votes. The recommendation shall state the exact vote of the Committee while preserving the anonymity of the individual votes. The members of the CPSC opposing the majority opinion may submit a minority report which shall be transmitted to the College Dean by the chairperson of the CPSC.

(i) Each action of the CPSC, whether or not it constitutes an effective recommendation of College Faculty (see Paragraph 11.22(n)) shall be sent to the College Dean no later than February 1, except for recommendations concerning faculty members in their second year and those concerning sabbatical leaves, in which cases the recommendations shall be sent to the College Dean no later than _____. When reconsideration by the Department Personnel Committee is necessary, these deadlines shall be _____ for the case of all matters except for second year faculty and sabbatical leaves, and _____ for second year faculty and sabbatical leaves.

(j) The College Dean shall advise the affected member and the member's department of his recommendation and of that of the CFSC at the time he forwards these recommendations to the Vice President for Academic Affairs. The member shall be provided with copies of these recommendations and copies shall be placed in his personnel file.

(k) Specific procedural guidelines for the operation of the CFSC may be established by the College Faculty and the Committee, and shall be consistent with University policies and regulations and with the provisions of this Agreement. All members of the CFSC shall be given timely notice of the meetings.

(l) All deliberations of the CFSC shall be confidential except as otherwise provided in this Agreement.

(m) In the event that the CFSC and the College Dean concur, the Vice President for Academic Affairs shall approve their recommendations, except in unusual circumstances for compelling reasons which shall be stated in writing and forwarded to the College Dean, the CFSC, the department, and the affected faculty member. The reasons must arise from overriding University-wide concerns, with respect to enrollment patterns, application of academic standards, class sizes, and curriculum or discipline needs.

(n) In the event that the CFSC fails to make an effective recommendation owing, for example, to a tie vote or to abstentions by a majority of the Committee, the recommendation of the College Dean shall be regarded as the effective recommendation of the college and the provisions of (m) above shall apply.

(o) In the event that the CFSC and the College Dean do not agree in a faculty status matter, the appropriate Campus Provost shall convene and chair a meeting of the CFSC, the College Dean, the chairperson of the Department Personnel Committee, and the Department Chairperson, in an

attempt to achieve agreement. The affected faculty member shall have a right to be heard, and no statements made at this conference by the faculty member or any other person shall be admissible in evidence in any subsequent grievance proceeding. The Campus Provost shall prepare a record stating the fact that such a conference took place, those present, and the results thereof. If resolution is achieved, the recommendation shall be transmitted to the Vice President for Academic Affairs for action pursuant to Paragraph 11.22(m).

(p) If, after the conference described in (o) above, there is still disagreement between the CFSC and the College Dean, the Vice President for Academic Affairs shall review the judgments made at each level, giving substantial weight to the recommendation of the CFSC. He shall report his final decision in writing to all parties, stating his reasons.

11.3 College Educational Policies Committee (CEPC).

11.31 Composition.

(a) Each college shall have an Educational Policies Committee composed of six (6) members of the college faculty and two (2) students matriculated in the college. Department Chairpersons shall be eligible for election to the CEPC.

(b) In the case of tri-campus colleges, faculty representation on the CEPC shall include two (2) faculty members from each campus, one (1) faculty member elected from the college at large, and one (1) student from each campus. Department Chairpersons shall be eligible for election to the CEPC.

(c) The faculty members must hold the rank of assistant professor or higher and must have been full-time members of the University faculty for not less than two (2) years prior to their term of service on the CEPC.

(d) The CEPC shall elect its own chairperson and secretary at its first meeting of the academic year, which shall take place no later than October 1, and which shall be convened by the College Dean.

(e) Faculty members shall serve in staggered three-year terms.

(f) Election of faculty members shall follow the procedures specified in Section 14.2.

(g) Student members shall serve for one-year terms. Each college faculty shall determine eligibility standards and selection procedures for the student members in consultation with the students in the college.

11.32 Responsibilities of the College Educational Policies Committee.

(a) The CEPC shall have responsibility for the development of educational plans and policies, academic standards and requirements, admissions standards, and criteria and standards for honors work within the college, within the framework of campus and University policies, and consistent with the provisions of Section 11.33.

(b) The CEPC shall have the responsibility for reviewing recommendations for new courses and new curricula, course deletions, and catalogue descriptions pertaining thereto, and for approving, rejecting, or recommending modifications of such proposals on behalf of the College Faculty.

(c) The CEPC shall have the responsibility for monitoring selected studies and independent studies offerings.

(d) The CEPC shall recommend to the College Faculty changes in the academic direction of the college within the framework of campus and University missions.

(e) The CEPC shall be responsible for reviewing existing academic programs within the college with the objective of formulating recommendations for their improvement or curtailment, in the context of stated objectives of these programs and in the light of the college, campus, and University missions.

(f) The CEPC shall meet jointly with the CPSC and with the College Dean to serve as the College Planning Committee as described in Section 11.4.

(g) The CEPC may generate proposals on college-wide academic matters, either directly or through subcommittees. The College Dean, standing or ad hoc college committees, individual faculty members of the college, and individual students of the college may also submit such proposals to the CEPC.

11.33 Operation of the College Educational Policies Committee.

(a) Proposals for consideration by the CEPC shall be those submitted to it through the College Dean by the departments within the college, those submitted to it through the College Dean by the students within the college, those originating within the CEPC, and those submitted to it by the College Dean. In the case of those proposals not originating within the CEPC, the College Dean shall normally present each proposal to the CEPC together with his preliminary recommendation within fifteen (15) working days after the proposal is received by his office.

Interdepartmental proposals must be subjected to review and comment by each DPC before being forwarded to the CEPC by way of the College

Dean (see below). A joint DPC subcommittee may be formed for the purpose of review and comment.

Proposals for new programs having no apparent departmental base may be submitted to the Dean for transmittal to the CEPC. Upon receipt of such proposals and prior to action, the CEPC may, at its discretion, seek review and comment by any DPC or any faculty member.

(b) All proposals originating within the CEPC shall be submitted to the College Dean for his preliminary recommendation before a vote is taken on the proposal. In such cases the College Dean's preliminary recommendation shall be forthcoming within a reasonable time after submission by the CEPC.

(c) The College Dean shall base his preliminary recommendation upon all those factors which he deems relevant to the matter at hand, and he shall make all pertinent information available to the CEPC.

(d) The CEPC may take any of three actions regarding a proposal:

(1) It may approve it and forward it to the College Dean;

(2) It may return the proposal to the originator(s) with a recommendation for re-evaluation or with a request for additional information; or

(3) It may reject it.

In all cases, the CEPC shall normally act on a proposal within thirty (30) working days from the date of receipt.

(e) All actions of the CEPC shall be taken by majority vote of the Committee membership, and shall be communicated to the originator(s) of the proposal in writing, with specific reasons given

for the action of the Committee. Such communication shall take place within five (5) working days of the time of the vote.

(f) Originators of proposals shall have the right to appear in person before the CEPC to give evidence in support of their proposal. The CEPC may call additional resource persons. All meetings of the CEPC shall be open, and all members of the college community shall have the right to speak on such proposals. All meetings of the CEPC shall be publicized by the College Dean at least five days in advance of the meeting. It shall be the responsibility of the CEPC to furnish the College Dean with meeting dates and agenda in timely fashion.

(g) If the College Dean finds that he cannot support a proposal approved by the CEPC, the CEPC shall review the proposal with the originator(s) in consideration of the reasons and it may return a revised proposal to the College Dean. The reasons given by the College Dean or his recommendations for revision shall be in writing.

(h) If disagreement between the College Dean and the CEPC persists, either may submit the matter to the College Faculty for discussion and advice.

(i) The recommendations of the CEPC, the College Dean, and the College Faculty, if any, shall next be transmitted to the Campus Provost, who shall review the proposal in the light of overall campus considerations. The Provost may either transmit the proposal to the Vice President for Academic Affairs with his recommendation or return the proposal to the college with recommendations for revision. The college may resubmit the proposal with any changes to the Provost who shall transmit it to the Vice President for Academic Affairs with his recommendation. The Provost's action in each case shall be completed within thirty (30) days from receipt of the proposal.

(j) The Vice President for Academic Affairs shall review the proposal and the various recommendations and supporting documents. He may approve the proposal, he may make recommendations for change, or he may reject. He shall give reasons in writing for either his recommendations for change or his rejection of the proposal.

(k) Should a proposal be rejected by the Vice President for Academic Affairs, the matter may be appealed to the President of the University by action of the College Faculty. The President shall respond in writing or in person to the College Faculty.

(l) Specific procedural guidelines for the operation of the CEPC may be established by the College Faculty and the Committee, and shall be consistent with University policies and regulations and with the provisions of this Agreement.

(m) While the Administration relies significantly upon the judgment of the faculty with respect to purely academic matters, the AAUP and the Administration concur that many factors, internal and external to the University, impinge upon the decision as to whether to approve new courses or new programs. The parties concur further that it is useful to list such principal factors here, and concur that where the Administration cannot support a faculty recommendation, specific reasons in writing shall be provided to the faculty, giving specific information with respect to those of the following factors or others which were influential in the judgment of the Administration:

(1) The academic value of the program to the college, the campus, and the University.

(2) The impact of any internal redistribution of student enrollment resulting from a proposed course or program.

(3) The projected new student enrollment that would result from initiation of the program.

(4) The library requirements of the new program or the proposed new courses.

(5) The space requirements of the proposed program.

(6) The equipment requirements of the proposed program.

(7) The expectation that the proposed program would be the object of external funding.

(8) The place of the proposed program within the mission of the college and campus and within the overall institutional mission.

(9) The faculty and non-instructional staff resources required.

(10) The distribution of programs among the departments within a college, among the colleges within a campus, and among the campuses, and the possibility that a proposed program is more appropriately located within another department, college, or campus.

(11) The distribution and availability of similar programs throughout the State and the region.

(12) The probability that the Department of Higher Education will recommend program approval to the Board of Higher Education, and the probability of approval by the Board of Higher Education.

(13) The call upon institutional financial resources to implement the proposed program.

(14) The degree to which the proposal for new courses or a new program reflects consideration of the allocation of departmental or

college resources and the setting of priorities within the department and college.

(15) Limitations imposed by the provisions of this Agreement.

11.4 College Planning Committee.

11.41 The CEPC, CFSC, and the College Dean together shall constitute the College Planning Committee.

11.42 The College Dean shall be responsible for convening a meeting of the College Planning Committee within the first month of the Fall Semester.

11.43 The Committee shall engage in short and long term planning for the college. Such planning shall project faculty requirements, physical facility needs, and the anticipated need for additional resources or the means by which the college academic program can accommodate itself to enrollment factors as well as other relevant factors. These projections as well as other factors shall be taken into account in the review by the College Dean of the departmental budget requests in his preparation of a proposed annual college budget.

11.44 Among the considerations of the Committee shall be the following:

Enrollment patterns within the college, and the campus and University context of these patterns; the financial state of the college; the generation of credit hours within the college; class size statistics within the college; staffing requirements within the college; and the allocation of budgeted slots within the college.

11.45 It shall also be the responsibility of the committee to review requests originating in the departments for replacement or additional faculty and to recommend to the College Dean, taking into consideration the various factors cited above.

11.5 College Research and Travel.

11.51 Each college may, at the option of the College Faculty, organize a Committee on Research. The Committee shall be responsible for the following functions:

(a) It shall work cooperatively with the College Dean to explore ways to foster research and other creative activities within the college and to seek support for such activities.

(b) It shall provide assistance, as requested, to members of the College Faculty in the preparation of research proposals or proposals for other creative activities to be funded outside the University.

(c) It shall set priorities with respect to proposals for internal funding of research and other creative activities for submission to the University Research Committee.

(d) It shall set priorities with respect to proposals for research and other creative activities should additional funding be made available from sources internal or external to the University.

11.52 The Composition of the College Research Committee shall be as follows:

(a) The Committee shall be composed of no fewer than three (3) nor more than six (6) members of the College Faculty, depending upon the size of the faculty and the needs of the college, as determined by the College Faculty. In the case of tri-campus colleges, there shall be equal representation of faculty from each campus. Each College Faculty shall determine the membership distribution among disciplines.

(b) The members of the College Research Committee shall hold the rank of assistant professor or higher, shall have been members of the College Faculty for at least one (1) year prior to their service on the Committee, and shall

possess some prior research or other creative experience.

(c) The College Research Committee shall elect its own chairperson at its first meeting of the Academic Year, which shall take place no later than October 1 and which shall be convened by the College Dean.

(d) The members of the College Research Committee shall serve in staggered two-year terms.

(e) Election of faculty members shall follow the procedures specified in Section 14.2.

11.53 The College Research Committee shall report to the College Faculty at least once each academic year.

11.54 With respect to University funds allocated for faculty attendance at professional meetings, the College Dean shall, at the first college meeting of the academic year, report on the disposition of said funds during the previous year. In his report, he shall cite those faculty members receiving travel grants and the purposes for which the grants were used. It is desirable that faculty members report to department and college colleagues with respect to such professional meetings.

ARTICLE 12

CAMPUS GOVERNANCE

12.1 Campus Faculty. Each campus shall have its own faculty body, herein called the Campus Faculty.

12.11 The Campus Faculty shall consist of all members of the bargaining unit as defined in this Agreement, all full-time faculty not in the bargaining unit (visiting), and all Department Chairpersons in their capacity as faculty. Members of a "Campus Faculty" are those whose primary appointments are on that particular campus.

12.12 The faculty have a major role in the shaping and implementation of the academic mission of the campus, and in stimulating innovative measures to improve the academic climate of the campus through new programs, improvement of present programs, and response to the needs of new constituencies subject to the terms of this Agreement. Recommendations concerning these matters shall be consistent with the University mission.

12.13 The Campus Faculty shall:

(a) Plan, in coordination with the Campus Provost, academic convocations for the enhancement and enrichment of the educational climate on the campus.

(b) Recommend to the Campus Provost with respect to those measures designed to improve the academic climate on the campus.

(c) Provide for representation to the Campus Commencement Committee to formulate, with the students, recommendations for the campus commencement exercises.

12.14 The Campus Faculty shall consider and recommend on matters of campus-wide academic impact (other than those which are under the specific jurisdiction

of the colleges or as otherwise specified in this Agreement).

These matters shall include but not be limited to the following:

(a) Policies on final examinations.

(b) Grading policy.

(c) Town and gown relationships.

(d) The nature and character of Intersession offerings.

(e) Intercampus programs.

All recommendations of the Campus Faculty shall be submitted to the Campus Provost in writing by the faculty leader. The Provost shall forward those recommendations appropriate to other University bodies. With respect to those matters under his immediate jurisdiction, the Provost shall give them serious consideration, shall consult with other affected constituencies, and shall respond to the Campus Faculty in writing or in person with respect to implementation. The Campus Faculty, after reviewing the response of the Provost, may revise its recommendations and resubmit them, withdraw them, or appeal the matter to the Vice President for Academic Affairs for final resolution.

12.15 The Campus Faculty shall recommend to the University Senate with respect to policies which have University-wide significance, including, but not limited to, the following:

(a) Changes in graduation requirements.

(b) Changes in grading systems.

(c) Admissions policies.

12.16 At an annual meeting to be convened late in the Spring Semester, the Campus Provost shall report

on the state of the campus, including such matters as student enrollment, student personnel services, and academic support services. The dean of each college shall present an annual report on the educational activities, accomplishments, and plans of his college.

12.17 It shall be the responsibility of each Campus Faculty to write its own bylaws. Such bylaws shall be consistent with University policies and regulations and with the terms of this Agreement. A set of proposed bylaws shall be submitted to the Campus Provost, who shall review them for consistency with University policies and regulations. He shall also review them with the AAUP for consistency with the terms and conditions of this Agreement. In the event an inconsistency exists, the Campus Provost shall return the proposed bylaws to the Campus Faculty with recommendations for change.

The bylaws shall include provisions for the following:

(a) At least two (2) meetings each semester to be presided over by the elected faculty leader. Additional meetings may be called by the faculty leader at his discretion or when requested by a designated number of members of the Campus Faculty or by the Campus Provost.

(b) The publication of the dates of regular Campus Faculty meetings in the campus bulletin.

(c) The preparation of an agenda for each meeting, which shall be published and distributed to the faculty at least 72 hours, if practicable, in advance of the meeting.

(d) Maintenance of minutes of all meetings, copies of which shall be furnished to the members of the Campus Faculty, the President, the Vice President for Academic Affairs, the Campus Provost, the College Deans, the AAUP, and others specified by the Campus Faculty.

(e) The election of appropriate officers to take place at the normal time for campus and college elections, according to the procedures of Section 14.2.

(f) Election of the faculty representatives to the Campus Council and to the following committees, if they are not encompassed within the structure of a particular Campus Council:

(1) Committee on Library Service.

(2) Committee on Student Life and Welfare.

(3) Committee on Buildings and Grounds (see Section 8.86).

(4) Calendar Committee (see Section 9.1).

12.18 The Campus Faculty shall provide for representation on the Committee on Academic Planning (see Section 12.2).

12.2 Committee on Academic Planning (CAP).

12.21 Composition.

(a) The Campus Faculty shall organize a Committee on Academic Planning (CAP) which shall have the following membership: one (1) member from and designated by each CEPC on the campus; a number of faculty members at-large equal to the number of CEPC representatives, to be elected by the Campus Faculty; two (2) representatives selected by the student body; and two (2) representatives selected by the professional staff.

(b) The elected faculty members must hold the rank of assistant professor or higher and must have been full-time members of the University faculty for not less than two (2) years prior to their term of service on the CAP.

(c) Terms of membership for the CEPC representatives shall be one (1) year; terms for the faculty elected at-large shall be two (2) years. The student and professional staff constituencies shall establish the terms and criteria for membership of their representatives.

(d) Elections of the at-large faculty members shall follow the procedures specified in Section 14.2.

(e) The CAP shall elect its own chairperson and secretary at its first meeting of the academic year, which shall take place no later than October 1 and which shall be convened by the Campus Provost.

12.22 Responsibilities of the CAP.

The CAP shall:

(a) Serve as the educational policies committee for the honors program and similar campus-wide programs, recommending to the Campus Provost.

(b) Recommend to the Campus Provost with respect to requests for new instructional facilities or the reallocation of existing instructional facilities which arise from new or modified academic programs. Such recommendations should take into account existing space, library, and budgetary requirements and commitments, and consistency with the academic mission of the campus.

(c) Study means for addressing new student constituencies and make recommendations to appropriate academic bodies.

(d) Examine new approaches to enhance teaching and learning effectiveness and make recommendations to appropriate academic bodies.

(e) Develop recommendations to the colleges to promote intercollege cooperation, as for example, through an examination of the effect of core requirements in one college upon other colleges on the campus.

(f) As part of its recommending function concerning inter-college programs, review CEPC proposals for such programs according to the procedures specified in Section 12.23.

(g) Meet at least once each semester in a joint meeting with the Campus Provost and the Campus Council of Deans to consider and to participate in short- and long-term academic planning for the Campus.

(b) Report to the Campus Faculty at least once each year.

12.23 Responsibilities of the CAP for Intercollege Programs.

(a) If a college proposes a program change or a new program which affects two or more colleges on a campus, the Campus Provost shall submit the proposal to the CAP for its review before he acts on it /Paragraph 11.33(i)/.

(b) Copies of the proposal also shall be sent to the dean(s) of the other affected college(s) on the campus, or his campus delegate, and to the College Dean of an affected tri-campus college, who may submit their written comments to the CAP.

(c) The CAP shall review proposals for intercollege programs and recommend on such programs to the Campus Provost. Such programs shall involve collaborative efforts of the colleges directly involved. Affected colleges, departments, and individuals other than those directly involved shall be given an opportunity to express their views with respect to such programs.

(d) If a department, discipline, or other unit in a college believes a new program (or a program deletion) proposed within another college will have a serious effect on one of its existing programs, it may request the CAP to conduct a hearing. The conclusions drawn by the CAP resulting from such hearing shall be transmitted to the Campus Provost, who shall forward them to the Vice President for Academic Affairs, together with his own recommendations.

(e) At any point during its consideration of a proposal, the CAP may request the advice of the Campus Faculty.

(f) The CAP shall normally act on a proposal within thirty (30) days of its receipt.

12.3 Intercollege Communication. In order to promote communication among the college faculties with respect to academic programs, the secretary of each CEPC shall forward minutes of each of its meetings to all other CEPC's on the campus, to the College Deans, to the Campus Provost, and to the Vice President for Academic Affairs.

12.4 Campus Council.

12.41 Each campus shall organize or shall continue to maintain a broadly based organization called the Campus Council, composed of full-time faculty members, of students, of staff, and of administrators. Each campus may develop its own specific membership numbers and distribution, with the stipulation that the distribution of the faculty membership shall be determined by the Campus Faculty.

12.42 The bylaws of the Campus Council shall be consistent with University policy and regulations and with the provisions of this Agreement. A proposed set of bylaws of the Campus Council shall be submitted to the Campus Provost, who shall review them for consistency with University policies and regulations. He shall also review them with the AAUP for consistency with the terms and conditions of this Agreement. In the event an inconsistency exists, the Campus Provost shall return the proposed bylaws to the Campus Council with recommendations for change.

The bylaws shall contain provisions for the following:

(a) A Calendar Committee (see Section 9.1).

(b) A Committee on Student Life and Welfare.

(c) A Buildings and Grounds Committee (see Section 8.86).

(d) A Committee on Library Service.

12.43 Functions of the Campus Council.

(a) The Campus Council shall concern itself with areas of campus life which are of broad campus-wide concern, except as specified elsewhere in this Agreement.

(b) All recommendations of the Campus Council which concern campus academic policy shall be submitted to the Campus Provost for transmission to the Campus Faculty, CAP, or other appropriate bodies.

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ARTICLE 13

UNIVERSITY SENATE

13.1 The AAUP and the University concur that many of the current bylaws of the University Senate are inconsistent with collective bargaining, with the provisions of this Agreement, and with the statutory duty of the parties with respect to collective bargaining. Each concurs, however, that there is much value in the concept of a University Senate and within the Senate bylaws, and each therefore asserts its support of those provisions of the bylaws and such modified bylaws which relate to the following functions of the Senate:

(a) The Senate shall serve as a forum for communication and discussion among the various constituencies of the University, particularly concerning matters of University-wide scope such as long-range academic purposes and the growth of the University.

(b) The Senate shall be the major University-wide body, recommending to the President and the Board of Trustees on those matters dealing with University academic policy, University requirements for degrees, student life and welfare, interinstitutional cooperation, and other University-wide concerns.

13.2 The University shall not implement any Senate recommendations which conflict with the terms of this Agreement or with the University's statutory obligation to deal and bargain collectively with the exclusive representative of the faculty.

13.3 In order to assist the Senate in the discharge of its responsibilities, the Administration shall report annually to the Senate regarding plans and prospects in the following areas:

(a) Academic health and viability of the University.

(b) Enrollment and admissions prospects.

(c) Governmental and accreditation prospects and constraints.

(d) Funding from governmental sources.

(e) Capital fund campaigns.

(f) Other sources of funding.

(g) Proposals for the construction of major academic facilities and the acquisition of property for academic purposes.

13.4 Each college shall report to the Senate annually concerning the state of the college, its academic program, its enrollment, areas of challenge and difficulty, and its plans for the future.

13.5 Elections of faculty senators shall follow the procedures set forth in Section 14.2.

13.6 In a separate Memorandum of Understanding, the parties will confirm their agreement on which parts of the current Senate bylaws must be modified or deleted to bring them into conformity with legal requirements and the terms of this Agreement.

ARTICLE 14

GOVERNANCE - GENERAL

14.1 Selection of Academic Administrators.

14.11 The authority for the appointment of academic administrators resides with the Board of Trustees, the President, or his delegates. Notwithstanding this authority, the University endorses the participation of faculty in the selection processes for academic administrators as set forth below:

(a) There shall be Search and Screen Committees for the positions of Campus Provost, College Dean, Associate Dean, Assistant Dean (if line administrator), and Director of the Library.

(b) There shall be faculty participation in the Board of Trustees' search for a University President, and the Board of Trustees' and President's search for a Vice President for Academic Affairs.

14.12 The charge to a Search and Screen Committee shall be given by the following administrators:

(a) By the Vice President for Academic Affairs in the case of College Dean or Campus Provost.

(b) By the Campus Provost in the case of Director of the Library.

(c) By the College Dean in the case of Associate Dean or Assistant Dean.

14.13 The charge to the Search and Screen Committee shall include the following items:

(a) Position description including responsibilities.

(b) Experience and educational requirements.

(c) Affirmative action requirements.

(d) Potential sources of candidates.

(e) Budget allocation for the selection process.

(f) Advertising procedures including internal posting.

14.14 Following the charge to a Search and Screen Committee by the appropriate administrator, the next steps in the selection process shall be as follows:

(a) Advertisements will be placed and resumes received by the Committee.

(b) Preliminary screening of candidates will then take place during which the Committee and the appropriate administrator will separately create a list of possible candidates for interview. Those candidates common to both lists will be called in for interview by the Committee.

(c) If the list is too large, there may be a second screening before the process proceeds to the interview stage.

(d) The Committee or the appropriate administrator will have the opportunity to persuade each other to reconsider a previously eliminated applicant.

(e) Simultaneous with the invitation to appear for an interview will be the solicitation of letters of reference.

(f) The Committee will then interview applicants on the common list and recommend a slate of candidates to the appropriate administrator. The slate will normally contain no fewer than three (3) candidates.

(g) The appropriate administrator will then interview the candidates. Given unusual travel or time constraints, a separate interview may take place at the time the candidate is interviewed by the Committee /see (f) above/.

(h) The administrator will then appoint or recommend for appointment from the official slate, or he will give reasons to the Committee for failure to do so. In the latter case, the administrator will request a new slate. The Committee must be given an opportunity to prepare a new slate, or if the Committee does not feel it can prepare a new slate within a reasonable time, it must dissolve itself, and a new Committee will be formed.

14.15 The composition of the Search and Screen Committees shall be as follows:

(a) For Campus Provost

3 faculty members elected by the Campus Faculty
1 Department Chairperson (or equivalent) elected by the Department Chairpersons on that campus
1 student selected by the student government(s) of that campus
1 alumnus selected by the Alumni Association
1 administrator or staff member appointed by the Vice President for Academic Affairs

(b) For College Dean

3 faculty members elected by the College Faculty (one from each campus in the case of a tri-campus college)
1 Department Chairperson (or equivalent) elected by the Department Chairpersons of the college
1 student from the college selected by the student government(s) of one campus or three campuses, depending upon whether the college exists on a single campus or is a tri-campus college.
1 alumnus selected by the Alumni Association
1 administrator appointed by the Vice President for Academic Affairs

(c) For Associate Dean or Assistant Dean

3 faculty members elected by the College Faculty (one from each campus in the case of a tri-campus college). (If the Associate Dean or

Assistant Dean is to have responsibility on one campus only, then only that campus shall elect.)

1 student from the college selected by the student government(s) of one campus or three campuses, as appropriate

1 Department Chairperson (or equivalent) elected by the Department Chairpersons of the College (or equivalent), (if Chairpersons or equivalents exist within the academic unit to be served by the Associate or Assistant Dean)

(d) For Director of the Library

3 faculty members elected by the Campus Faculty

2 members of the professional staff appointed by the Campus Provost (at least one library professional)

1 student selected by the student government(s) of that campus

1 Department Chairperson (or equivalent) elected by the Department Chairpersons on that campus

The Campus Provost shall, in his charge to the committee, indicate the need of the committee to seek the advice of individuals familiar with instructional media and the concept of the library as a learning center.

14.16 When the Administration fills any of the above posts with an acting appointment, it shall notify the AAUP at once. It is expected that the appropriate search and screen process shall be initiated by the Administration within one (1) month after the acting appointment is made, excluding Summer Sessions, Intersessions, or periods when the University is closed.

14.17 Selection of the Vice President for Academic Affairs.

(a) With respect to the selection of the Vice President for Academic Affairs, there shall be significant faculty participation in the President's and the Board of Trustees' search. Three (3) members of the faculty, one (1)

elected by each Campus Faculty, and one (1) Department Chairperson, elected by the Department Chairpersons of the University, together shall constitute no less than fifty percent of the Committee to recommend on the selection of candidates.

(b) When the Administration and the Board of Trustees appoint an Acting Vice President for Academic Affairs, the AAUP shall be notified at once. It is expected that the appropriate search process will be initiated by the President or the Board of Trustees within a reasonable time after the acting appointment is made (see Section 14.16).

14.18 Selection of the President of the University.

(a) With respect to the selection of the President of the University, there shall be significant faculty participation in the Board of Trustees' search and three (3) members of the faculty shall be elected by the faculty, one (1) from each campus, to serve with others as determined by the Board of Trustees on a committee to advise on the selection of candidates.

(b) When the Board of Trustees appoints an Acting President, the AAUP shall be notified at once. It is expected that the appropriate search process will be initiated by the Board of Trustees within a reasonable time after the acting appointment is made (see Section 14.16).

14.2 Faculty Elections.

14.21 The Nominations and Balloting Committees for campus and college elections shall proceed as follows:

(a) Each College and each Campus shall have a Nominations Committee and a Balloting Committee (not necessarily distinct), each consisting of five (5) full-time faculty members.

(b) To serve on the Nominations Committee, a faculty member must have been a full-time member of the College or Campus Faculty for at least two (2) years.

(c) The AAUP shall appoint a non-voting observer to the Nominations Committee and the Balloting Committee.

(d) Elections to the Nominations and/or Balloting Committee shall take place at the same time as other faculty elections /see Paragraph 14.22(a)/.

(e) The term of office of a member of the Nominations and/or Balloting Committee shall be one (1) year, for a term beginning the following September. A member may not serve for more than two (2) consecutive terms on either Committee.

(f) In tri-campus colleges, each campus shall have at least one (1) representative on each Committee.

14.22 Procedures.

(a) During the first week of March, the appropriate Nominations Committee shall prepare a list of all vacancies which will occur on standing committees of the college or campus for the next academic year, and lists of faculty members eligible to

fill these vacancies. These lists shall be distributed by mail to the faculty. Those who are unwilling or unable to stand for election and to serve must withdraw their names from the appropriate lists.

(b) Within two (2) weeks after the initial mailing, the Nominations Committee shall prepare a list of persons eligible for nomination, distribute it by mail to the faculty, and select and post a date for the nominations meeting. This nominations meeting shall occur no later than four (4) weeks after the official notice cited in (a) above.

(c) The faculty will nominate a slate of candidates from the official eligibility list at the faculty meeting convened for this purpose.

(d) The Nominations Committee will prepare and mail a ballot containing the slate of candidates within one (1) week after the nominations meeting. Candidates will be listed on the ballot in an order determined by a blind draw. Unmarked ballot envelopes will be returned in a second, signed envelope to allow for appropriate identification of those voting, while preserving the anonymity of the individual votes.

(e) Ballots shall be deposited in secured ballot boxes within two (2) weeks after the date of mailing.

(f) The Balloting Committee will count the ballots and report the results of the election to the faculty.

(g) Elections for other faculty positions, including those on Search and Screen Committees, shall be conducted in accordance with the procedures of (a) - (f) above, except that the election process shall be initiated as soon as practical after the need for an election becomes known.

(h) In emergency situations, special ad hoc election procedures may be devised by the appropriate faculty electorate.

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14.3 Ex-officio Membership on Faculty Bodies.

The University President and the Vice President for Academic Affairs are members ex-officio of all campus and college faculties. Each Campus Provost is a member ex-officio of his Campus Faculty and of the college faculties on his Campus. Each College Dean, Associate Dean, and Assistant Dean is a member ex-officio of his College Faculty. Other administrative officers holding academic rank are members of their appropriate college and campus faculties.

ARTICLE 15

GRIEVANCE AND ARBITRATION PROCEDURES

15.1 Intent. The parties recognize and endorse the importance of establishing a prompt, fair, and efficient mechanism for the orderly resolution of complaints and grievances. Consistent with that purpose, the parties encourage the settlement of controversies on an informal basis, but, if that is not possible, they commit themselves to implement the following procedures.

15.2 Definitions.

15.21 A "complaint" is an informal claim by a member of the bargaining unit or by the AAUP that a member(s) or the AAUP has been subjected to treatment which is improper, unfair, arbitrary, or discriminatory. A complaint may also, but need not, constitute one of the types of grievances defined below. In such case it may, at the complainant's option, first be processed in the manner set forth in Section 15.3 below. A "complaint" should be filed promptly.

15.22 Grievances may apply to one of the following two categories:

(a) A "faculty status grievance" is an allegation, with respect to a faculty status matter, by a member of the bargaining unit or by the AAUP that any action taken by any faculty committee (such as the DPC or the CFSC) or an administrator was arbitrary; capricious or discriminatory; inconsistent with or violative of the procedures set forth in Articles 10 and 11 of this Agreement or of department, college or University procedures or standards which are established to implement the terms of this Agreement; or in violation of the member's right to any procedural guarantees set forth in this Agreement. Such an allegation can only be made after a personnel decision has been rendered by the Vice President for Academic Affairs.

(b) A "contractual grievance" is a dispute regarding the proper interpretation, application or alleged violation of this Agreement, in other than a faculty status matter, which is not a faculty status grievance as defined above, except that a "contractual grievance" shall include a dispute as to whether an administrative or Board of Trustees' decision which is based upon a faculty body, committee, or administrator's recommendation properly applied the particular standard stated and required elsewhere in this agreement (e.g. "unusual circumstances for compelling reasons") /see Paragraph 11.22 (m)/. Only in this regard does a "contractual grievance" include a dispute which otherwise would constitute a "faculty status grievance."

15.3 Informal Procedure for Complaints. Any member of the bargaining unit may present and discuss his complaint either with or without a representative of the AAUP. Similarly, a representative of the AAUP may informally present and discuss a complaint on behalf of any member or group of members with the appropriate administrator. Any settlement, withdrawal, or disposition satisfactory to the member or the AAUP of a complaint at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances but shall be a final resolution of the particular complaint.

15.4 Procedure for Contractual Grievances (Excluding Faculty Status Grievances). If the informal procedure for resolving complaints is initiated and does not result in a settlement, or it is bypassed, and the complaint is also a contractual grievance as defined above, either party to this Agreement may invoke the following formal grievance procedure which shall apply to all "contractual grievances."

15.41 Step 1.
The grievant or the AAUP shall file a written grievance with the appropriate College Dean within forty (40) days after the occurrence of the event which gave rise to the dispute. However, if the occurrence of the event is not immediately known to the grievant (or to the AAUP in the case of a

broader dispute), the time within which to file a grievance shall commence when the occurrence of the event is discovered or should have been discovered by the exercise of due diligence. The Administration shall forward copies of all grievance correspondence between the grievant and the University to the AAUP grievance officer or such other person as the AAUP may specify in writing.

The College Dean (or his designee) shall hold separate or joint conferences within two work weeks after receipt of the grievance to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement.

If the dispute is not amicably settled, the College Dean or his designee shall within one work week after the final conference deliver to the grievant and the AAUP a signed statement of his position regarding the matter.

15.42 Step 2.
The grievant (or the AAUP) shall be entitled to obtain review of the decision rendered in Step 1 above by filing a written notice of appeal with the Campus Provost within one work week after receipt of the signed statement referred to in Step 1 above.

The Campus Provost (or his designee) shall hold separate or joint conferences within one work week after receipt of the notice of appeal to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement.

If the dispute remains unsettled, the Provost shall within one work week after the final conference deliver to the grievant and the AAUP a signed statement of his position regarding the matter.

15.43 Step 3.
The grievant (or the AAUP) shall be entitled to obtain review of the decision reached in Step 2 above by filing a written notice of appeal with the Vice

President for Academic Affairs within one work week after receipt of the written statement referred to in Step 2.

The Vice President for Academic Affairs (or his designee) shall hold separate or joint conferences within one work week after the notice of appeal to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement.

If the dispute remains unsettled, the Vice President for Academic Affairs within one work week after the final conference shall deliver to the grievant and the AAUP a signed statement of the University's position regarding the matter.

15.44 With respect to contractual grievances filed by the Administration the first step shall be with the applicable AAUP grievance officer and the second step shall be with the AAUP President. The same procedures and time limitations set forth above with respect to faculty member or AAUP grievances shall apply.

15.45 With the consent of both parties to this Agreement, which consent shall not be unreasonably withheld, any of the above steps with respect to either faculty or AAUP grievances or Administration grievances may be omitted when by virtue of the nature of the grievance the authority to settle such a grievance is at a higher level.

15.46 If a contractual grievance is not satisfactorily resolved at any of the above steps, either the AAUP or the Administration may submit it to arbitration as set forth hereinbelow. However, an individual who asserts a grievance regarding claimed rights or privileges which derive from a commitment in writing (such as an individual letter of appointment) signed by a dean or a higher University officer may elect to prosecute his claim as follows: The individual may invoke the grievance procedure hereunder through Step 3. If the matter is not resolved at the conclusion of Step 3, he shall have the option

to proceed to arbitration hereunder, if the AAUP consents, or to proceed through any other lawful means. However, the limitations and restrictions which would be applicable to an arbitrator (as set forth in Section 15.48) shall similarly apply. If the individual elects arbitration hereunder in the exercise of such option, that shall be his sole remedy. If on the other hand he elects to proceed through some other lawful means, that shall be his sole remedy and he shall have no right to arbitration hereunder.

15.47 Appointment of Arbitrator. The parties hereby authorize and appoint the following persons to serve as a permanent list of rotating arbitrators:

1. Eva Robins
2. Benjamin Roberts
3. James Altieri
4. Emanuel Stein
5. Milton Rubin
6.
7.

The foregoing arbitrators shall serve singly on a rotating basis according to the order in which they are listed. If an arbitrator is not available within a reasonable period after his turn, the next arbitrator in order shall be selected, and so on, until one of the arbitrators is available within a reasonable period of time. For the next arbitration thereafter the arbitrator who was listed immediately after the arbitrator last selected shall be next in line. However, by mutual consent any listed arbitrator may be selected out of order or an arbitrator not listed may be selected. If in any case none of the arbitrators above are available within a reasonable period, an alternate arbitrator shall be selected in such case, pursuant to the rules of the American Arbitration Association (AAA). All arbitration under this agreement, whether conducted by any of the arbitrators listed above or such other person, shall be conducted in accordance with the Voluntary Labor Rules of the AAA. The list of

arbitrators whose names appear above shall serve for the duration of this Agreement; however, it is agreed that any of the above names may be stricken during periods when no arbitrations are pending by either party upon giving one month's notice in writing to the other party to this Agreement. No party shall have the right to remove more than one (1) of the above arbitrators during the term of this Agreement.

15.48 No more than one (1) grievance shall be presented in any one arbitration, except with the consent of the parties, provided however that the consent of the parties shall not be required where the grievances arise out of the same transaction or dispute. The arbitrator shall only have the power to render an award regarding the proper interpretation, application, or alleged violation of this Agreement and direct a remedy which makes the grievant whole, consistent with the terms of this Agreement. In rendering such award and remedy, the arbitrator shall not detract from, omit, or otherwise modify any of the terms of this Agreement.

15.49 The cost of the arbitrator shall be borne equally by the parties. The arbitrator's decision shall be final and binding on the grievant, the AAUP, and the University.

15.5 Faculty Status Grievances. Faculty status grievances as defined in Section 15.22 shall be processed as follows:

15.51 The individual or the AAUP shall file a written grievance with the Vice President for Academic Affairs within forty-five (45) days of receipt of notice of a Vice President for Academic Affairs' decision, stating the nature of the alleged violation. The Vice President for Academic Affairs shall consult with the chairperson of the appropriate College Faculty Status Committee and the last administrator who dealt with the matter. A copy of all grievance correspondence between the grievant and the Vice President for Academic Affairs shall be forwarded to the AAUP. The Vice President for Academic Affairs shall discuss the grievance with

all relevant persons and shall make a good faith effort to amicably resolve the grievance. In this regard, the Vice President for Academic Affairs shall have the authority to reverse the decision, to remand the matter to the proper faculty body or committee for reconsideration, or to provide any other remedy agreed upon between him and either the grievant or the AAUP to the extent that such remedy is not inconsistent with the terms, conditions, procedures, or standards elsewhere set forth in this Agreement. If the matter is not resolved within three (3) weeks after receipt of the written grievance by the Vice President for Academic Affairs, he shall furnish a written statement of the University's position forthwith.

15.52 If the decision of the Vice President for Academic Affairs is not acceptable to the grievant or the AAUP, the individual or the AAUP may appeal the decision to an ad hoc Faculty Status Judiciary by filing a written notice of appeal with the Vice President for Academic Affairs and the AAUP within ten (10) days after receipt of the decision of the Vice President for Academic Affairs. The Faculty Status Judiciary shall be composed of six (6) members - three (3) appointed by the AAUP and three (3) by the Administration, none of whom shall have previously participated in any of the matters which gave rise to the grievance. The Faculty Status Judiciary shall conduct a full and impartial hearing employing the same procedures as set forth in Section 8.5 of this Agreement.* If a majority of the Faculty Status Judiciary finds there is merit to the grievance, the Judiciary shall be empowered to formulate the appropriate remedy (subject to Section 15.48), including renewal of appointment, granting a promotion, or recommending tenure to the Board of Trustees. This decision shall be final and binding on the grievant, the AAUP, and the University.

15.53 If the Judiciary is deadlocked, a new Judiciary shall be empaneled, composed of three (3) members, one (1) appointed by the AAUP, one (1) by the Administration, and a third mutually agreed to

* See Letter of Agreement, dated March 13, 1975, Appendix C.

by said two. The third member shall be a member of the University community, if possible, or alternatively a person involved in higher education in the State of New Jersey. None of these persons shall have previously participated in the facts giving rise to this case or the prior Judiciary which deadlocked. This Judiciary shall otherwise function as set forth above in Section 15.52.

15.6 Time Limits. Time limits throughout this Article referring to "days" shall mean "working days," which are defined as days exclusive of Saturday, Sunday, formal University holidays, periods when the University campuses are closed, and Summer Sessions and Intersessions. Either party may be granted a reasonable extension whenever persons necessary for the proper presentation or defense of a grievance are unavailable during the period when regular classes are not in session.

ARTICLE 16

RESEARCH AND TRAVEL

16.1 Research Grants.

16.11 The University and the AAUP recognize the importance of research and other creative activity as an integral part of professional growth, as an adjunct to creative teaching, and as part of the development of the University.

16.12 To this end, the University shall continue a special research fund, at an annual level of $25,000, to be augmented where possible by foundation gifts specifically designated for general research, for the support of scholarly work by individual members of the faculty and professional staff. Awards from this fund shall be made in accordance with present practice.

16.13 The University shall encourage faculty members to apply for appropriate research grants and grants in support of other creative activity, and shall assist faculty members in the preparation of grant proposals through the College Committee on Research (if such committee is organized in a particular college) and through administrative offices concerned with such grants.

16.14 Reduced load for research shall be assigned in accordance with the provisions of Sections 7.6 and 7.7.

16.15 The Administration and the AAUP are in concurrence that the report "Recommendation for a University Research Policy," June, 1974, prepared by the Subcommittee on Faculty Privileges and Responsibilities of the Committee on Evaluation and Goals, represents a valuable resource to the faculty and Administration. The foregoing statement shall not be construed as changing current practices and policies with respect to research administration, patents, copyrights, or any other subject areas discussed in the referenced document.

16.2 Travel Grants.

Travel funds for the attendance of faculty at professional and scholarly meetings shall be administered in accordance with present policies.

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ARTICLE 17

UNIVERSITY COMMISSION AND FINANCIAL EXIGENCY

17.1 The University and the AAUP concur that Fairleigh Dickinson University, with its diversity of intellectual and professional resources, offers the potential for creative problem solving through the application of the combined capabilities of its constituencies.

17.2 University Commission. Where, in the view of the President, the University's problems are of such magnitude and complexity as to be inappropriate for examination by any college or campus planning agency, he shall convene a University Commission whose organization and operation shall be as described below.

17.21 The Commission shall conduct its investigation of the facts and shall prepare a written report which shall contain at least the following items in substantial detail and with full documentation:

(a) The factual basis of the problems and an analysis of their relative impact upon the entire institution.

(b) A list of alternative solutions to the problem, to the extent that they may exist, based upon an analysis of the University's capabilities, an investigation of the approaches used by other institutions to deal with similar problems, and, if applicable, the advice of expert consultants.

(c) A statement as to which of the alternative solutions are recommended.

17.22 Composition and Responsibilities.

(a) The Commission shall be composed of members of the faculty, student body, administration, supportive staff, professional staff, and alumni.

(b) The President shall charge the Commission and give it his analysis of the problems, potential courses

of action, and such information as is available to the President which documents the existence of the problem.

(c) The Commission shall work toward an expeditious examination of the problem and its solutions.

(d) The Commission shall complete its assignment within a time-frame established by the President in his charge, which time shall take into account the complexity of the problem, the urgency and impact of the problem upon the entire institution, and the availability of relevant data. The President may, at his option, extend the life of the Commission.

(e) The Commission shall be composed as follows:

Full-time Faculty	6 (elected - 2 from each campus)
Administrators	3 (appointed by President)
Department Chairpersons	2 (elected)
Professional Staff	1 (elected)
Supportive Staff	1 (elected)
Student	1 (elected)
Alumnus	1 (the representative to the Board of Trustees)
President of University Senate	1
President of AAUP	1
President of the University	1 (without vote)

Elected members of the Commission shall be elected by and from their respective constituencies through

special elections designed to be completed within a three-week period, according to the following procedures:

(1) Members of the faculty eligible for election shall be professors or associate professors with tenure.

(2) When the President declares that a Commission be convened, each Campus Provost shall at once request each department to poll its eligible members and compile a list of eligible members who are willing to serve and shall simultaneously request each College Dean to convene a college meeting as in (5) below.

(3) Departments shall submit such lists, certified by the Department Chairperson, within one (1) week to the College Dean for transmittal to the Campus Provost.

(4) The Campus Provost shall prepare a combined campus list of those eligible and willing to serve, and send the certified list at once to all members of the faculty on the campus, and to the Chairpersons and the College Deans.

(5) Each College Dean (or Associate Dean for a particular campus) shall convene a College Faculty meeting for the purpose of holding a secret ballot election of two nominees from the campus-wide list who shall be that college's nominees, but who need not be members of that college's faculty.

(6) The Campus Provost, together with the Chairperson of the Campus Council, the leader (if any) of the Campus Faculty, and an AAUP appointee, shall combine these nominations into a slate which shall be presented to the Campus Faculty in accordance with the following procedures:

(i) Candidates will be listed on the ballot in an order determined by a blind draw. Unmarked ballot envelopes will be returned in a second, signed envelope to allow for appropriate identification of those voting, while preserving the anonymity of the individual votes.

(ii) The ballots will be mailed directly from the Office of the Campus Provost.

(iii) Ballots shall be deposited in secured ballot boxes within one (1) week of the date of mailing.

(iv) The balloting committee described above will count the ballots and report the results of the election to the faculty and the President.

(v) Election results shall be determined by plurality except that both members elected shall not be from the same college. The highest number of votes received by a nominee shall determine the first member elected. The highest number of votes received by a nominee from a second college shall determine the second member elected. In the event of a tie, the winner shall be chosen by lot.

(7) Candidates who indicate their willingness to serve shall also pledge their willingness to devote extensive time to the Commission task.

(8) The Campus Provost shall implement the above procedures so that they are completed within three (3) weeks.

(f) The Commission shall elect a chairperson and secretary from among its members.

(g) During the course of its deliberations, the Commission shall consult with those within the University

community and resource persons from outside the University as it deems appropriate.

(h) Relief from professional responsibilities shall be provided, commensurate with the charge of the Commission and the time constraints.

(i) The Commission shall prepare a summary of principal findings which shall be distributed to the University community and forwarded to the President. A period of two (2) weeks shall be allotted during which time comments from members of the University community may be sent to the secretary of the Commission.

(j) A final Commission Report shall be submitted to the President.

(k) The President shall consider the Commission's Report and, in the development of his own evaluation and recommendations, he shall give great weight to the Commission's analysis and recommendations.

(l) The Commission's Report and the President's recommendations shall be forwarded to the Board of Trustees.

(m) The entire Commission shall be invited to meet with the Board of Trustees to review the recommendations of the Commission and the President. Individual members of the Commission shall have the opportunity to discuss their points of view.

(n) The Board of Trustees shall give great weight to the Report of the Commission and the recommendations of the President, and its decision shall be reasonable and objective, given the circumstances.

17.23 Implementation of a Board of Trustees' Decision.

(a) The President shall charge the Vice President for Academic Affairs to implement the decision of the Board of Trustees. For purposes of implementing the decision, the Vice President for Academic

Affairs shall call upon the deans of the affected colleges, or the administrative heads of other affected administrative units which are not included within the colleges, to convene the College Planning Committees or other appropriate planning units for the purpose of formulating specific implementational procedures. These recommendations shall be forwarded in writing to the College Dean (or other appropriate administrator) within thirty (30) calendar days of the College Dean's (or other administrator's) charge to the Committee.

(b) The appropriate planning group shall consult with and permit to be heard those to be affected by the implementation plan. If the implementation shall affect an entire unit (e.g. a college) the College Dean (or other appropriate administrator) shall convene a full college meeting for open discussion and development of recommendations to the planning group. This shall take place within the thirty- (30-) day period cited above.

(c) If the College Planning Committee (or other planning group) and the College Dean develop and agree upon a plan for implementation of the President's charge, the plan shall be put into effect, subject to the usual review processes by the Campus Provost and the Vice President for Academic Affairs.

(d) If, however, the College Planning Committee and the College Dean cannot agree upon a plan, or hold strongly divergent views upon such a plan, the Campus Provost shall attempt to effect a settlement, or assist in developing a new plan of implementation within the prescribed period cited above.

(e) A time extension may be granted by the Vice President for Academic Affairs in order to effect a resolution which will meet the President's charge in the most expeditious manner.

(f) If no agreement can be achieved between the College Dean and the majority of members of the College

Planning Committee after the Provost attempts to effect a settlement, the matter shall be appealed to the Vice President for Academic Affairs, who shall review the several proposals, the various recommendations, and the supporting documents, and make a final and binding determination. He shall give reasons in writing for his decision to accept or reject any of the several proposals.

17.3 Financial Exigency.

17.31 The University shall not declare a state of Financial Exigency unless it is demonstrably bona fide. Financial Exigency shall be defined as an emergency condition in which the University's continued existence is in serious jeopardy for financial reasons.

17.32 If there is a question as to whether a state of Financial Exigency does in fact exist, the provisions of Article 15 shall not apply and the AAUP shall have the right to test the question judicially within one month. Venue shall be laid in the State of New Jersey. The University shall not, during the pendency of such a suit, implement any action as a result of the state of Financial Exigency. In such judicial action, the parties agree to act in all ways which will expedite the judicial process in an effort to obtain a decision as soon as possible. In this regard, the parties agree to proceed in a summary manner to the extent possible.

17.33 In a state of Financial Exigency, the University shall have the right to take extraordinary action, which shall include a selective reduction in University personnel, a selective elimination or curtailment of academic units or programs, and other necessary action in both the instructional and non-instructional areas of the University in order to avoid immediate financial peril.

17.34 If a state of Financial Exigency has been demonstrated to exist, the University's decisions resulting therefrom shall be implemented in accordance with the provisions of Section 17.23.

17.4 Any reduction in faculty workforce, whether through implementation of a Board of Trustees' plan following the Commission procedures or pursuant to a plan developed to meet a situation of Financial Exigency, shall be in accordance with the provisions of Article 18.

ARTICLE 18

SECURITY OF EMPLOYMENT

18.1 The University recognizes that its diverse and multi-faceted faculty represents a major asset, and that security of employment is essential to preserve the atmosphere of intellectual stimulation vital to its academic mission. The University also reaffirms its concern for the lives and careers of its full-time faculty, and toward this end, has agreed to the protections of this Article in an attempt to provide a fair and orderly procedure at a time of difficulty in higher education. The AAUP, for its part, acknowledges that under the particular circumstances described in this Agreement, it may be necessary and appropriate to effect involuntary reassignment or reduction in faculty force.

18.2 Involuntary faculty reassignment or reduction in force, other than in individual cases of non-renewal or dismissal for cause, shall occur only from one or more of the following three circumstances:

(a) A decision to reduce or terminate a program or a faculty position through a College Planning Committee process pursuant to Section 11.4.

(b) A decision to reduce or to terminate a program or a faculty position pursuant to University Commission procedures, Sections 17.22 and 17.23.

(c) Reaction to unforseen, severe, drastic, or emergency institutional situations pursuant to Sections 17.3 and 17.23.

18.3 The faculty status procedures of Articles 10 and 11 shall be used to implement the process of involuntary reassignment, reduction of load, or termination of full-time faculty. The Department Personnel Committee shall make specific recommendations regarding such matters.

18.4 Reductions shall first take place among part-time, visiting, and adjunct faculty, consistent with the retention of an educationally and economically viable academic program.

18.5 If it is determined that no alternative to full-time faculty reassignment or reduction in force is possible, the procedures below shall be followed in order, as applicable, before termination of a full-time faculty member may occur.

(a) Shared load between disciplines, departments, colleges, or campuses (Section 18.51).

(b) Reassignment to another department, college, or campus (Section 18.52).

(c) Supplementation of teaching with non-teaching duties (Section 18.54).

(d) Shared teaching with other institutions (Section 18.55).

(e) Retraining (Section 18.56).

(f) Transfer to a non-teaching position (Section 18.57).

(g) Reduced load with proportionate reduction of compensation (Section 18.58).

(h) Early retirement (Section 18.59).

18.51 Shared Load. Whenever possible, an affected full-time faculty member shall be given one of the following opportunities to complete a full teaching load:

(a) By teaching in his area of demonstrated competence in another college, campus, or unit of the University for part of his load.

(b) If demonstrably qualified to teach in another discipline, by teaching in that discipline for part of his load.

18.52 Reassignment. Prior to actual termination of any non-tenured full-time faculty member, a good faith effort shall be made to place that faculty member in another department, college, or unit of the University.

provided that the faculty member can be assigned courses which he is demonstrably qualified to teach, and provided that the reassignment of the faculty member is acceptable to the receiving department, college, or unit. Reasons for non-acceptance shall be stated in writing.

Tenured faculty members have University-wide tenure and shall be reassigned to other units in their areas of competence. In such cases the standards of Section 18.6 shall apply.

18.53 If other efforts to reassign a faculty member fail, and a termination notice is issued, then the following procedure shall be available to the affected faculty memmber:

(a) Within one (1) month after the notice of termination has been sent to the faculty member, the faculty member shall reply in writing to the Vice President for Academic Affairs stating where he feels qualified to teach elsewhere within the University.

(b) Within seven (7) days after receipt of the faculty member's reply, the Vice President for Academic Affairs shall transmit the request to the dean of the college in which the faculty member requests reassignment.

(c) Within two (2) weeks after receipt of the transmittal, the College Dean shall convene a meeting of the Chairperson and the Personnel Committee of the department or unit in which the reassignment is requested. The applicant's qualifications shall be reviewed by the Personnel Committee and the Chairperson, and recommendations made in accordance with existing procedures.

18.54 Supplementary Non-Teaching Duties. Whenever possible, an affected full-time faculty member shall be offered suitable, useful, and available non-teaching duties to complete a full load. The determination of a workload equivalent of non-teaching loads shall be mutually arrived at by the University, the faculty member, and the AAUP. Such assignments shall not be to the detriment of existing members of the administrative or professional staff. Furthermore, in no case shall such non-teaching assignment carry a teaching load equivalent of more than twelve (12) credit hours per academic year.

18.55 Shared Teaching with Other Institutions. In cases where it is possible to arrange shared teaching duties between the University and another academic institution, this option shall be offered to the affected full-time faculty member. The salary and cost of fringe benefits shall be proportionately shared by each institution pursuant to the salary and fringe benefit structure at each institution. This option shall not be available whenever more than six (6) credit hours per semester at the other institution are required to provide a full teaching load. Such faculty shall remain members of the University faculty and shall retain tenure (if held). The service of non-tenured faculty on shared-load shall count toward the probationary period on a proportionate basis. In no event shall any action of the other academic institution be imputable to the University with respect to any alleged violations of this Agreement.

18.56 Retraining. In cases where an affected full-time faculty member can become competent for reassignment to a new discipline, department, or college within a reasonable time and at reasonable expense, and where there is need and budget established in accordance with the faculty status process of the receiving unit, the University shall, at its discretion, pursuant to recommendations of the receiving unit (department, CFSC, and College Dean), provide a reduced load, with no reduction in salary, and tuition subsidies as required by the specific circumstances of the individual case.

18.57 Transfer to a Non-Teaching Position. If it is not possible to retain a full-time faculty member in a teaching position, the University shall make a reasonable effort to place the faculty member in a non-teaching position within the University for which he is qualified, provided that such placement does not adversely affect existing administrative or professional staff. While in this position, the faculty member shall retain tenure (if held), but time in this position shall not count toward tenure.

18.58 Reduced Load. The affected full-time faculty member shall have the opportunity to accept a reduced load without loss of tenure or fringe benefits, but with a proportionate reduction of salary and University contributions to retirement.

18.59 Early Retirement. An affected faculty member within three (3) years of the established retirement age shall be given the option of early retirement in accordance with the existing plan.

18.6 Termination.

18.61 When termination becomes necessary, the procedures below shall be followed:

(a) Reduction shall first take place from among non-tenured faculty using the existing procedures for non-renewal, including notification dates.

(b) Reduction shall then take place from among tenured faculty members. The department shall initiate recommendations based on criteria of seniority, giving due regard to the academic necessity of providing specialists in the relevant sub-disciplines.

(1) Primary consideration shall be given to the responsibility to offer an appropriate range of courses and services despite reduction.

(2) When individuals fulfill the same disciplinary needs in a department, seniority shall prevail. Seniority shall be based on the date of the initial appointment to full-time teaching with the University if subsequent service has been continuous (including authorized leaves of absence). Those who resign from the University and are reappointed later shall count seniority from the time of reappointment.

(c) Tenured faculty members terminated must receive at least seventeen (17) months' written notice. If the situation changes during the period, this termination decision shall be reversed.

18.62 Rights of Terminated Tenured Faculty.

(a) Terminated faculty who are tenured shall have recall rights for a period of five (5) years for an available position. Consistent with the specific requirements of the University, recall shall be in inverse order of termination. No new full-time faculty member shall thereafter be hired for a teaching position in the same area of competence so long as the terminated faculty member retains his recall rights. Such recalled faculty members shall have tenure and rank reinstated and shall have the time of termination counted in total years of service for purposes of seniority.

(b) If a tenured faculty member is terminated, he shall be placed on terminal leave for one (1) year with base annual salary, payable in equal monthly installments, with all fringe benefits.

(c) In the event a member is recalled while receiving terminal leave pay, such pay shall cease upon the effective date of his reinstatement. If he is offered recall rights and fails to return at the beginning of the semester for which the recall is offered, he shall be deemed to have forfeited his recall rights, provided that the faculty member has at least sixty (60) days' actual notice of recall.

ARTICLE 19

ASSOCIATION PRIVILEGES

19.1 Information to AAUP.

19.11 During the term of this Agreement, the University shall make available to the AAUP, within a reasonable time after receiving a written request therefor, all information which is relevant and necessary for the administration of this Agreement, the processing of grievances, and the negotiation of subsequent agreements. This provision shall not be construed to require the University to compile information and statistics in the form requested, if such data are not already compiled in the requested form.

19.12 Within thirty (30) days after receipt of a Memorandum on Appointment or a Letter of Appointment signed by a new member of the bargaining unit, including any member who enters or re-enters the unit from within the University, the University shall provide the AAUP with a copy of the same. In addition, the University shall provide the AAUP, with a copy transmitted to the member, the following information:

Name
Sex
Department
Primary Campus
Mailing address
Rank
Academic degrees
Date of birth
Base salary
Effective date and length of appointment
Number of years of prior service credited toward the probationary period of tenure
Number of years in rank in service at another institution or at the University.

Where any of the foregoing information is not available at the time the member's Memorandum on or Letter of Appointment is signed, it shall be communicated to the member and to the AAUP as soon as it becomes known to the University.

19.13 Within fifteen (15) days after receipt of notice that a member has terminated his appointment at the University for any reason whatsoever, including retirement, disability, or death, the University shall provide the AAUP with the name of such member and the reason given for the termination.

19.14 The University shall forward to the AAUP copies of all notices terminating the employment of members of the unit at the same time as such notices are sent to members.

19.15 The University shall notify the AAUP of any change in status or base salary of any member of the unit within fifteen (15) days after such change is determined.

19.16 The parties agree that an annual compiliation of salaries and fringe benefits paid to and in behalf of all members of the bargaining unit is desirable. The University therefore agrees to conduct a study of the feasibility of providing such information, and, if feasible, the parties shall negotiate the manner and timing of its implementation.

19.17 The Vice President for Academic Affairs shall transmit to the AAUP a copy of each proposal or a summary for a new academic department or curriculum received in his office at least two (2) weeks prior to his acting on such proposal.

19.18 The President shall transmit to the AAUP a copy of each recommendation received from the University Senate at least two (2) weeks before action is taken on the recommendation by the President or the Board of Trustees.

19.2 University Facilities and Services.

19.21 The AAUP shall be permitted the use of appropriately designated existing bulletin boards and weekly campus bulletins (newsletters) for the publication of notices pertaining to the conduct of AAUP affairs.

19.22 The AAUP shall be afforded the privilege of scheduling meetings on campus from time to time, providing that appropriate facilities are available. Requests for such space shall follow the regular University procedures.

19.23 The AAUP shall be afforded reasonable use of regular University campus mail services (including pick-up and delivery services consistent with campus distribution patterns) and auxiliary services and materials such as address labels, label affixing, material folding, insertion, etc.

19.24 The AAUP shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, food services, and such other services as may be contracted for by other campus organizations.

19.25 Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the AAUP when it uses such services or facilities.

19.26 In the event a problem arises concerning the appropriate use of University services or facilities, either the AAUP or the University may call for an immediate conference which shall be held between representatives of the University and the AAUP in an effort to resolve the matter.

19.27 All employees of the AAUP shall be eligible for staff parking decals permitting parking in appropriate lots on all University campuses, subject to University regulations.

19.28 The Administration agrees to make a good faith effort to provide the AAUP with an office provided with a desk, chairs, lamp, and lockable file cabinet on each campus. To this end, the Campus Provosts of the three campuses shall undertake a thorough search for available space even prior to the review of space allocations provided in Section 8.83. If appropriate space is not located in this preliminary search, the Buildings and Grounds Committees on the three campuses will be charged with giving the AAUP first priority in their review and reallocation proposals. Each AAUP office shall be equipped with an inter-office telephone which shall be listed in the published campus telephone directory.

19.3 Faculty Participation in AAUP Activities.

19.31 The parties agree that participation in certain AAUP activities may be considered professional in nature or may constitute service to the University. In considering such activities, the appropriate University bodies shall assess the extent to which each activity may be credited as a professional activity or as University service.

19.32 Faculty members shall be permitted to attend regularly scheduled meetings of the AAUP, or meetings of the AAUP Executive Committee, without penalty, provided that such attendance does not interfere with the discharge of their University responsibilities.

19.4 Check-Off of AAUP Dues.

19.41 The University shall deduct ("check-off") from the salaries of members of the bargaining unit periodic dues, initiation fees (if any), and regularly authorized assessments (if any) in the amounts prescribed by the AAUP, provided that the foregoing shall apply only to faculty who have themselves filed with the University a written assignment authorizing such deduction (See Appendix B).

19.42 The assignment shall be effective and irrevocable for a period of one (1) year from the date of its execution or until the expiration of this Agreement, whichever occurs sooner, unless written notice of revocation is given to the University and the AAUP not more than thirty (30) days prior to the expiration of one (1) year from the date of execution of the assignment or the expiration of this Agreement, whichever shall occur sooner.

19.43 The University shall check-off from each monthly paycheck from September through and including June the amount equal to one-tenth (1/10) of all monies due, and shall remit the receipts to the Treasurer of the AAUP within three (3) weeks thereafter. This provision shall only apply to those faculty members who file the authorization required in Section 19.41 at least two (2) weeks prior to the first required monthly deduction. No faculty member shall be entitled to more than one (1) election per academic year.

19.44 The AAUP assumes full responsibility for the monies so deducted once they have been forwarded to the AAUP.

19.45 The provisions of this section shall be implemented with the pay check of September 15, 1975, and shall be based on the authorization provided to the University by the AAUP on or before August 15, 1975.

19.5 Released Time. The AAUP shall be allocated nine (9) credits of released time per academic year. The AAUP shall give reasonable notice to the Administration of the manner in which this released time is to be allocated.

ARTICLE 20

MERGER, ACQUISITIONS, AND EXPANSION

20.1 In the event that the University merges or consolidates with or acquires any other educational institution or portion thereof, the full-time faculty members of such educational institution who become employed by the University or the merged or consolidated entity shall automatically become members of the bargaining unit as described in Article 2 hereof, provided that the inclusion of such faculty members in this bargaining unit is not in violation of law.

20.2 In the event of an expansion of the University through the creation of other schools, colleges, or extension programs, the full-time faculty of such schools, colleges, or extension programs shall become members of the bargaining unit herein, provided that the inclusion of such faculty members in this bargaining unit is not in violation of law.

20.3 For purposes of this Article only, "full-time faculty" refers to persons who occupied positions at another educational institution which fall within the scope of the bargaining unit as set forth in Article 2 hereof.

20.4 The parties agree that Article 22 of this Agreement ("Separability") shall not apply in any instance in which a particular unit inclusion referred to in this Article is in violation of law.

ARTICLE 21

MINIMUM TERMS

This Agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the University shall not employ a member on terms less favorable to him than those stated herein without the consent of the affected individual and the AAUP.

ARTICLE 22

SEPARABILITY

In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the declaration shall remain in full force and effect. In that event the parties shall, upon the request of either party, commence immediately to negotiate substitute provisions for all such affected provisions which are as close to the stricken provisions as possible. If the parties do not agree on substitute provisions within thirty (30) calendar days after the request to negotiate, the operation of Article 26 (No-Strike, No-Lockout) shall be suspended until agreement on substitute provisions is achieved. Notwithstanding the foregoing, if the legal impediment to the enforcement of the original contract provision(s) is removed during the life of this Agreement, the original provision(s) shall immediately become effective and the substitute provision(s) shall automatically be null and void. In such event, to the extent that it is lawful, any affected provisions involving salary, monetary payments, or pension contributions shall be applied retroactively to the date the impediment arose or to the effective date of this Agreement, whichever is the most current date, and the University shall be entitled to a credit against such retroactive payment for the value of any additional benefits provided under the substitute provision(s).

ARTICLE 23

INTEREST SUCCESSION

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

ARTICLE 24

DISTRIBUTION OF AGREEMENT

The University shall arrange to reproduce this Agreement in suitable form and with sufficient copies for distribution to all members of the bargaining unit and with an adequate number of additional copies for AAUP use.

ARTICLE 25

RESERVATION OF RIGHTS AND PAST PRACTICES

25.1 Except as otherwise expressly provided in this Agreement, or by law, the University retains and reserves all of the inherent, statutory, regular, and customary powers, rights, and authority, without limitations, which have not been abridged or modified by this Agreement.

25.2 This Agreement shall, by its execution, be incorporated in all Letters of Appointment and Memoranda on Appointment issued to members of the bargaining unit. All rights, claims, privileges, and obligations claimed under this Agreement or under the Letters of Appointment and Memoranda on Appointment, upon acceptance, shall be enforceable only through the procedures set forth in this Agreement, including procedures set forth in Section 15.46 hereof.

25.3 Past Practices.

25.31 The parties agree to continue all past practices concerning significant terms and conditions of employment, except as expressly modified by this Agreement.

25.32 As used above, the term "past practice" shall be those practices which have been consistently, openly, and uniformly applied or acknowledged to the entire faculty, to a campus faculty, to a college faculty, to a discipline, or to a faculty rank* within the bargaining unit, within the three (3) years prior to the execution of this Agreement.

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* It is understood, however, that special and individual benefits currently enjoyed by current emeriti which are not expressly modified by this Agreement shall continue but shall not automatically apply to faculty who achieve the emeritus title after execution of this Agreement.

25.33 The parties by mutual consent may suspend or otherwise modify any such past practice.

25.34 Individual members of the bargaining unit who hold written commitments from the University with respect to special pension or retirement benefits shall have such commitments continued, notwithstanding the terms of this Agreement.

ARTICLE 26

NO STRIKE - NO LOCKOUT

26.1 The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP, therefore, agrees that during the term of this Agreement, it shall not call, authorize, institute, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by any of the employees covered by this Agreement. In the event of a breach of this Article, the AAUP agrees to promptly take all reasonable steps to terminate such activities. This Section, if violated, may, at the sole discretion of the University, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

26.2 The University agrees that during the term of this Agreement, it shall not lock-out any or all of the employees covered by this Agreement. This Section, if violated, may, in the sole discretion of the AAUP, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

ARTICLE 27

DURATION AND IMPLEMENTATION OF AGREEMENT

27.1 This Agreement shall be effective as of September 1, 1974, and Article 4 of this Agreement shall be retroactive to September 1, 1974. All other provisions of this Agreement shall become effective as of the date of execution subject to further limitations as indicated below or as set forth in specific sections of this Agreement. This Agreement shall expire at 11:59 p.m. on August 31, 1976.

27.2 The following specific sections of this Agreement shall be effective as indicated below:

(a) Faculty Status Procedures.

(1) Section 8.27 (Criteria for Ranks) shall only apply to (1) faculty status decisions made after the end of the 1974-75 academic year, and (2) decisions regarding the hiring of new faculty members for the 1975-76 academic year.

(2) All faculty status decisions made in 1974-75 except the hiring of new faculty shall be based upon standards and procedures outside of this Agreement which were in effect at the time the decisions were made. The standards and procedures for faculty status decisions set forth in Section 10.3 shall be effectuated in the 1975-76 academic year.

(3) Section 11.21 (Composition of CFSC) shall be implemented in the 1975-76 academic year, with election of members to take place in the Spring of 1975. Current membership shall continue through 1974-75.

(b) Grievance (Article 15)

(1) Cases pending before the present Grievance Committee* as of the execution date of this Agreement shall be processed to completion by the Grievance Committee according to standards and procedures outside of this Agreement which were in effect at the time the decisions were made.

(2) Disputes which resulted from faculty status decisions which were resolved by the Grievance Committee and finally acted upon by the Vice President for Academic Affairs prior to the execution of this Agreement are outside of the scope of this Agreement. Faculty status grievances which have not been referred to the Grievance Committee as of the date of execution of this Agreement may be adjudicated under the procedures for "Faculty Status Grievances" set forth in this Agreement (Section 15.5). However, the resolution of these grievances shall be based upon standards and procedures outside of this Agreement which were in effect at the time these decisions were made.

(3) Faculty status decisions made in the 1975-76 academic year shall in all respects follow the terms of this Agreement, and any grievances regarding those decisions shall likewise be adjudicated under the procedures and standards within this Agreement.

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* For purposes of this Agreement a case pending before the Grievance Committee means a case referred to the Grievance Committee and not yet processed to completion by the Committee.

Department Policy Committee. The election procedures of Section 10.13 shall be completed by April 15, 1975, with the DPC elected serving through the 1975-76 academic year.

(d) College Planning Committee. The committee (Section 11.4) shall be implemented as soon as practicable, using the CFSC's and CEPC's as presently constituted until the 1975-76 academic year.

(e) College Educational Policy Committee. Section 11.31 (Composition of CEPC) shall be implemented in the 1975-76 academic year, with election of members to take place in the Spring of 1975. Current membership shall continue through 1974-75.

(f) Summer Teaching. The provisions of Section 7.43 shall be implemented with the first 1975 Summer Session.

(g) Academic Load. Sections 7.14 (Number of Preparations), 7.2 (Underload), 7.3 (Overload), and 7.41 (Supplementary Load) shall be implemented as of the first 1975 Summer Session.

(h) Faculty Elections. The procedures of Section 14.2 shall be implemented as soon as practicable.

(i) Campus Governance. (Article 12). Provisions which are not already in effect shall be implemented as soon as practicable.

(j) Personnel Files. Section 8.7 shall be implemented as soon as practicable. The parties agree to move expeditiously to set up procedures for this implementation.

(k) Payroll Practice. The provisions of Section 8.87 shall be implemented no later than May 15, 1975.

27.3 The implementation schedules set forth in this Article and all of the provisions of this Agreement as they affect

Edward Williams College or the Dental School may be modified upon the consent of both parties to adjust to unusual cases not envisioned by the parties.

27.4 The parties shall commence negotiations toward a modification of this Agreement no later than March 1, 1976.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 13th day of March, 1975.

FAIRLEIGH DICKINSON UNIVERSITY

By:

Jerome M. Pollack
President

Saul K. Fenster
Chief Negotiator

FAIRLEIGH DICKINSON UNIVERSITY COUNCIL OF AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS CHAPTERS

By:

Dorothea Hubin
President

Lewis L. Jacobs
Chief Negotiator

Negotiating Team

Counsel

FDU Council of AAUP Chapters
1355 Academy Lane
Teaneck, New Jersey 07666
Telephone 201-836-8255

AAUP
Fairleigh Dickinson University
Madison - Rutherford - Teaneck

March 1, 1975

Dr. Jerome M. Pollack
President
Fairleigh Dickinson University
Rutherford, New Jersey, 07070

Dear Dr. Pollack:

On Wednesday, February 26 and Thursday, February 27, 1975 the members of the Council of AAUP Chapters at Fairleigh Dickinson University voted on the proposed faculty contract. With over 80% of our members voting, the results were: 95% in favor of ratification and 5% opposed.

We herety give you official notice that the contract covering the full-time faculty in the bargaining unit on the three campuses at Fairleigh Dickinson University has been ratified, and that we are now ready to execute the document.

Sincerely yours,

Dorothea Hubin

Dorothea Hubin
President

Fairleigh Dickinson University Teaneck-Hackensack Campus Florham-Madison Campus Rutherford Campus
Rutherford, New Jersey 07070
201 933-5000

FDU

March 13, 1975

Dr. Jerome M. Pollack, President
Fairleigh Dickinson University
Rutherford, New Jersey 07070

Dear Dr. Pollack:

The members of the Administration negotiation team hereby recommend for ratification by the University, the Agreement negotiated between the University and the Fairleigh Dickinson University Council of American Association of University Professors Chapters.

Very truly yours,

Samuel Bieler

Ronald DeMaria

Saul K. Fenster

James V. Griffo, Jr.

Lowell W. Herron

Alfred M. Marosits

APPENDIX A

Allocation of Increased Salaries and Benefits

1974-1975	Benefits	Salaries	Salaries & Benefits
Major Medical	$ 5,616		
Total Disability*	1,958		
Summer	10,000		
Benefits	5,300		
Total Benefits	$ 22,874		
Total Salaries		$ 690,930	
Total Salaries & Benefits			$ 713,804
1975-1976			
Pension for Retirees (see Section 5.12)	$ 40,000		
Major Medical	21,558		
Total Disability*	1,958		
Benefits	5,600		
Total Benefits	$ 69,116		
Total Salaries		576,747	
Total Salaries & Benefits			645,863
1974-75 Salaries & Benefits	17,258	690,930	708,188
Total 1974-75 & 1975-76	$109,248	$1,958,607	$2,067,855
Additional Amount to be Distributed per Section 4.26		5,616	5,616
		$1,964,223	$2,073,471

*Note: The total disability cost estimates are tentative. When Sections 4.18 and 4.26 are implemented, any variation from this cost estimate will be determined jointly by the Administration and the AAUP and taken into account in determining the total amount available for each distribution.

APPENDIX B

AUTHORIZATION FOR PAYROLL DEDUCTION FOR
FDU COUNCIL OF AAUP CHAPTERS DUES

I hereby authorize and request Fairleigh Dickinson University to deduct from ten (10) of my gross regular monthly base contract salary payments for each academic year a sum equal to one-tenth (1/10) of my Council (including National AAUP) dues and/or authorized fees as certified by the Secretary of the AAUP. I further authorize and request the University to remit such dues and fees to the Council at such times and in such manner as may be agreed upon by Fairleigh Dickinson University and the Council, at any time while this authorization is in effect.

I hereby waive rights and claims for said monies paid in accordance with this authorization.

This authorization shall be deemed renewed from year to year unless revoked in accordance with Section 19.42 of the Collective Bargaining Agreement, which reads as follows:

> The assignment shall be effective and irrevocable for a period of one (1) year from the date of its execution or until the expiration of this Agreement, whichever occurs sooner, unless written notice of revocation is given to the University and the Council not more than thirty (30) days prior to the expiration of

one (1) year from the date of execution of the assignment or the expiration of the Agreement, whichever shall occur sooner.

NAME AND SOC. SEC. NO.

HOME ADDRESS

CITY, STATE, ZIP

CAMPUS, COLLEGE, AND DEPARTMENT

SIGNATURE AND DATE

FAIRLEIGH DICKINSON UNIVERSITY

APPENDIX C

LETTER OF AGREEMENT

March 13, 1975

The parties concur that the reference in Section 15.52 of the Collective Bargaining Agreement to the procedures set forth in Section 8.5 refers to the following sub-paragraphs of Paragraph 8.52(c): 2, 3, 4, 5, 6, 7, 8, 10, 11, 13, 14, and 16.

It is further agreed that any reference to "charges" or "adequate cause" found in these sub-paragraphs shall not be applicable in the context of Section 15.52 and that, in this context, the term "Faculty Status Judiciary" shall be substituted for the term "Arbitration Panel".